

AMENDMENT OF SOLICITATION/MODIFICATION CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

7

2. AMENDMENT/MODIFICATION NO.

0014

3. EFFECTIVE DATE

07/22/2010

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

SRRPOD

7. ADMINISTERED BY (if other than Item 6)

CODE

SRRPOD

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS1200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS1200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

X-EETO INC

ATTN NA

8725 NW 18TH TER SUITE 304

MIAMI FL 33172

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
EP-W-08-071

10B. DATED (SEE ITEM 13)

09/30/2008

CODE (b)(4)

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X H.19 KEY PERSONNEL (EPAAR 1552.237-72) (FEB 1995) DEVIATION

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

DUNS Number: (b)(4)

National Security Emergency Preparedness Program Analytical and Technical Support

Max Expire Date: 09/30/2013

Payment:

RTP FINANCE CENTER

US ENVIRONMENTAL PROTECTION AGENCY

RTP-FINANCE CENTER

MAIL DROP D143-02

109 TW ALEXANDER DRIVE

DURHAM NC 27711

Period of Performance: 10/01/2008 to 09/30/2010

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Claudia Armstrong

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

15B. UNITED STATES OF AMERICA

15C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

Working Copy

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EP-W-08-071/0014PAGE OF
2 7NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to add the following personnel to the appropriate positions within this contract. Project Manager, from (b)(4) to (b)(4); Senior Emergency Management Analyst from (b)(4) to (b)(4); Emergency Management Analyst to (b)(4); Emergency Management Analyst to (b)(4); Senior Telecommunications Specialist from (b)(4) to (b)(4) and the EOF Secured Access Facility Manager from (b)(4) to (b)(4). Additionally, changes to Attachment 7 of the contract entitled, Laor Classifications, Duties, and qualifications, were made on page 3 of this modification and highlighted in bold. All other terms previously set forth remain unchanged.</p>				

MODIFICATIONS TO THE CONTRACT

1. The Section H clause entitled "Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION" has been modified. The text is as follows:

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager:

(b)(4)

Senior Emergency Management Analyst:

(b)(4)

Emergency Management Analyst:

(b)(4)

Emergency Operations Facility Manager:

(b)(4)

Senior Telecommunications Specialist:

(b)(4)

Telecommunications Specialist:

(b)(4)

EOF Secured Access Facility Manager:

(b)(4)

(b) During the first 120 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 120-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

ATTACHMENT 7

Labor Classifications, Duties, and Qualifications

The following labor classifications shall be used by the contractor in preparing technical and cost proposals.

1. Project Manager

a. Duties. Serves as the contractor's contract manager, and shall be the contractor's authorized interface with the Government Contracting Officer (CO), Project Officer (PO), Work Assignment Manager (WAM), and government management personnel. Responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work discrepancies, supervising contractor personnel and communicating policies, purposes, and goals of the organization to subordinates. Shall be responsible for overall contract performance.

b. Qualifications. A Master's degree in National Security Strategy, Management, Public Administration, Political Science, or other related scientific, technical, or liberal arts discipline and a minimum of 15 years experience, with 10 years experience specialized. In lieu of a Master's degree, the project manager must have a minimum of 15 years experience, which must be specialized in the field of National Security Strategy, Management, Public Administration, or Political Science. The project manager must be an American citizen with a Top Secret national security clearance, current at the time of contract award.

7. EOC Secured Access Facility Manager / Sensitive Compartmented Information Facility Manager

b. A Bachelor's degree in Telecommunications Systems, Management, Business, Information Systems, or other related scientific or technical discipline; a minimum of three years experience including working in secure access facilities and understanding of protocols for National Security Information, of which one year must be specialized; and an American citizen with a Top Secret national security clearance (current at the time of contract award).

In lieu of a Bachelor's degree, experience must include a minimum of five years working in secure access facilities and understanding protocols for National Security Information, three years in management of secure communications equipment and operations, management of security related policies, procedures and technical documents, as well as supervision of subordinates operating in secure environments.

(1) General experience includes increasing responsibilities in project management and personnel management; familiarity with secure and non-secure voice and data communications systems and equipment; policies and procedures associated with personnel and document security; PC based office automation equipment and programs (word processing, data base management, spreadsheet, modem communications, etc.); and demonstrated ability to effectively communicate orally and in writing.

(2) Specialized experience includes work with Federal national security programs; national security emergency program management and/or operations; catastrophic disaster and/or environmental emergency program management or operations; emergency operations center (EOC) activities; demonstrated ability to provide guidance and direction in the tasks similar to the tasks described in the statement of work; and demonstrated capability in managing multi-task contracts of this type and complexity. Familiarity with interagency national security policy formulation.

2. Senior Emergency Management Analyst

a. Duties. Serves as the Deputy (HQ) Project Manager for those tasks being performed under this

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7. EOC Secured Access Facility Manager / Sensitive Compartmented Information Facility Manager

b. A Bachelor's degree in Telecommunications Systems, Management, Business, Information Systems, or other related scientific or technical discipline; a minimum of three years experience including working in secure access facilities and understanding of protocols for National Security Information, of which one year must be specialized; and an American citizen with a Top Secret national security clearance (current at the time of contract award).

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(1) General experience includes increasing responsibilities in project management and personnel management; familiarity with secure and non-secure voice and data communications systems and equipment; policies and procedures associated with personnel and document security; PC based office automation equipment and programs (word processing, data base management, spreadsheet, modem communications, etc.); and demonstrated ability to effectively communicate orally and in writing.

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2. Senior Emergency Management Analyst

a. Duties. Serves as the Deputy (HQ) Project Manager for those tasks being performed under this

contract at the EPA headquarters in Washington, D.C. Provides technical and administrative direction for and daily supervision of contractor personnel performing program analyst tasks, including review of work products for correctness, adherence to program requirements and government standards, and for progress in accordance with deliverables schedules. Coordinates with the Program Manager to ensure problem solution, assignment assessment and operations planning.

b. **Qualifications.** A Bachelor's degree in National Security Strategy, Management, Public Administration, Political Science, or other related scientific, technical, or liberal arts discipline; a minimum of ten years experience, of which at least five years must be specialized; and must be an American citizen with a Top Secret national security clearance (current at time of contract award).

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3. Emergency Management Analyst

a. **Duties.** Provides technical and administrative support for and daily program analytical tasks, including development and review of work products for correctness, adherence to program requirements and government standards, and for progress in accordance with deliverables schedules. Coordinates with the Program Manager to ensure problem solution, assignment assessment and operations planning.

b. **Qualifications.** A Bachelor's degree in National Security Strategy, Management, Public Administration, Political Science, or other related scientific, technical, or liberal arts discipline; a minimum of ten years experience, of which at least five years must be specialized; and must be an American citizen with a Top Secret national security clearance (current at time of contract award).

(1) General experience includes development of Continuation Program Plans (i.e. Continuity of Operations Plans) increasing responsibilities in project management and personnel management; familiarity with secure and non-secure voice and data communications systems and equipment; policies and procedures associated with personnel and document security; PC based office automation equipment and programs (word processing, data base management, spreadsheet, modem communications, etc.); and demonstrated ability to effectively communicate orally and in writing.

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4. Emergency Operations Facility Manager

a. **Duties.** Serves as the Deputy (EOF) Project Manager for those tasks being performed under this contract at the EPA Emergency Operating facility (EOF), the EOF COMSEC Custodian, and the EPA EOF Property Manager/Supply Officer. Provides technical and administrative direction for and daily supervision

contract at the EPA headquarters in Washington, D.C. Provides technical and administrative direction for and daily supervision of contractor personnel performing program analyst tasks, including review of work products for correctness, adherence to program requirements and government standards, and for progress in accordance with deliverables schedules. Coordinates with the Program Manager to ensure problem solution, assignment assessment and operations planning.

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of contractor personnel assigned to the EPA EOF, including review of work products for correctness, adherence to program requirements, security procedures, and government standards. Coordinates with the Program Manager to ensure problem solution, assignment of contractor personnel, and preparation of monthly status reports. Performs all COMSEC Custodian duties and responsibilities as detailed in the government National Security Agency (NSA) and EPA security regulations.

b. A Bachelor's degree in Telecommunications Systems, Management, Business, Information Systems, or other related scientific or technical discipline; a minimum of three years experience, of which one year must be specialized; and an American citizen with a Top Secret national security clearance (current at time of contract award).

(1) General experience includes facilities operations, personnel management, and/or property/supply management; PC based office automation equipment and programs (word processing, data base management, spreadsheet, modern communications, etc.); and demonstrated ability to effectively communicate orally and in writing.

(2) Specialized experience includes national security emergency, catastrophic disaster, or environmental emergency program and/or facilities operations; physical security and/or operations security (OPSEC) Planning; and demonstrated ability to develop operational plans, procedures, and instructions.

5. Senior Telecommunications Specialist

a. Duties. Operates and performs operator level preventive and corrective maintenance on all telecommunications and cryptographic equipment and systems. Serves as the Alternate COMSEC Custodian. Prepares the telecommunications systems portions of the daily, weekly, and monthly Operations Status reports; identifies telecommunications equipment and system shortfalls; and develops/revises Standard Operating Procedures (SOP) and instructions for telecommunications and cryptographic equipment and systems operations and transmission security (TRANSEC). Works under the general supervision of the Emergency Operations Center Manager and receives work assignments from the Project Manager and/or Emergency Operations Facility Manager.

b. Qualifications. A Bachelor's degree in Telecommunications Systems, Management, Business, Information Systems, or other related scientific, technical, or liberal arts discipline; a minimum of six years experience, of which at least four years must be specialized; and a Top Secret national security clearance (current at time of contract award).

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a. Duties. Operates and performs operator level preventive and corrective maintenance on all telecommunications and cryptographic equipment and systems. Serves as the Alternate COMSEC Custodian. Prepares the telecommunications systems portions of the daily, weekly, and monthly Operations Status reports; identifies telecommunications equipment and system shortfalls; and develops/revises Standard Operating Procedures (SOP) and instructions for telecommunications and cryptographic equipment and systems operations and transmission security (TRANSEC). Works under the general supervision of the Emergency Operations Center Manager and receives work assignments from the Project Manager and/or Emergency Operations Facility Manager.

1. Qualifications. A Bachelor's degree is preferred in Telecommunications Systems, Management, Business, Information Systems, or other related scientific, technical, or liberal arts discipline; a minimum of four years experience, of which at least two years must be specialized; and a Top Secret national security clearance (current at time of contract award).

(1) General experience includes telecommunications equipment/systems operations; emergency operations center (EOC) activities; PC based office automation equipment and programs (word processing, data base management, spreadsheet, modem communications, etc.); and demonstrated ability to effectively communicate orally and in writing.

(2) Specialized experience includes national security emergency, catastrophic disaster, or environmental emergency program and/or facilities operations; physical security and operations security (OPSEC) planning; previous experience as a COMSEC Custodian or Alternate COMSEC Custodian; and demonstrated ability to develop operational plans, procedures, and instructions.

7. EOC Secured Access Facility Manager / Sensitive Compartmented Information Facility Manager

a. Duties. Serves as the manager for the Secure Access Facility and Sensitive Compartmented facility located in the Emergency Operations Center. Ensures accountability of secure information process including proper documentation of secure material. Also, helps maintain day to day operations of secure IT equipment (stand alone or network enabled). Provides technical and administrative support for daily work products including review of work products for correctness, adherence to program requirements, security procedures, and government standards. Coordinates with the Program Manager to ensure problem solution, assignment of contractor personnel, and preparation of monthly status reports. Performs all COMSEC Custodian duties and responsibilities as detailed in the government National Security Agency (NSA) and EPA security regulations.

b. A Bachelor's degree in Telecommunications Systems, Management, Business, Information Systems, or other related scientific or technical discipline; a minimum of three years experience including working in secure access facilities and understanding of protocols for National Security Information, of which one year must be specialized; and an American citizen with a Top Secret national security clearance (current at time of contract award).

(1) General experience includes facilities operations, personnel management, and/or property/supply management; PC based office automation equipment and programs (word processing, data base management, spreadsheet, modem communications, etc.); and demonstrated ability to effectively communicate orally and in writing.

(2) Specialized experience includes national security emergency, catastrophic disaster, or environmental emergency program and/or facilities operations; physical security and/or operations security (OPSEC) Planning; and demonstrated ability to develop operational plans, procedures, and instructions.

b. Qualifications. A Bachelor's degree is preferred in Telecommunications Systems, Management, Business, Information Systems, or other related scientific, technical, or liberal arts discipline; a minimum of four years experience, of which at least two years must be specialized; and a Top Secret national security clearance (current at time of contract award).

(1) General experience includes telecommunications equipment/systems operations; emergency operations center (EOC) activities; PC based office automation equipment and programs (word processing, data base management, spreadsheet, modem communications, etc.); and demonstrated ability to effectively communicate orally and in writing.

(2) Specialized experience includes national security emergency, catastrophic disaster, or environmental emergency program and/or facilities operations; physical security and operations security (OPSEC) planning; previous experience as a COMSEC Custodian or Alternate COMSEC Custodian; and demonstrated ability to develop operational plans, procedures, and instructions.

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b. A Bachelor's degree in Telecommunications Systems, Management, Business, Information Systems, or other related scientific or technical discipline; a minimum of three years experience including working in secure access facilities and understanding of protocols for National Security Information, of which one year must be specialized; and an American citizen with a Top Secret national security clearance (current at time of contract award).

(1) General experience includes facilities operations, personnel management, and/or property/supply management; PC based office automation equipment and programs (word processing, data base management, spreadsheet, modem communications, etc.); and demonstrated ability to effectively communicate orally and in writing.

(2) Specialized experience includes national security emergency, catastrophic disaster, or environmental emergency program and/or facilities operations; physical security and/or operations security (OPSEC) Planning; and demonstrated ability to develop operational plans, procedures, and instructions.

b. Qualifications. A Bachelor's degree is preferred in Telecommunications Systems, Management, Business, Information Systems, or other related scientific, technical, or liberal arts discipline; a minimum of four years experience, of which at least two years must be specialized; and a Top Secret national security clearance (current at time of contract award).

(1) General experience includes telecommunications equipment/systems operations; emergency operations center (EOC) activities; PC based office automation equipment and programs (word processing, data base management, spreadsheet, modem communications, etc.); and demonstrated ability to effectively communicate orally and in writing.

(2) Specialized experience includes national security emergency, catastrophic disaster, or environmental emergency program and/or facilities operations; physical security and operations security (OPSEC) planning; previous experience as a COMSEC Custodian or Alternate COMSEC Custodian; and demonstrated ability to develop operational plans, procedures, and instructions.

7. EOC Secured Access Facility Manager / Sensitive Compartmented Information Facility Manager

a. Duties. Serves as the manager for the Secure Access Facility and Sensitive Compartmented facility located in the Emergency Operations Center. Ensures accountability of secure information process including proper documentation of secure material. Also, helps maintain day to day operations of secure IT equipment (stand alone or network enabled). Provides technical and administrative support for daily work products including review of work products for correctness, adherence to program requirements, security procedures, and government standards. Coordinates with the Program Manager to ensure problem solution, assignment of contractor personnel, and preparation of monthly status reports. Performs all COMSEC Custodian duties and responsibilities as detailed in the government National Security Agency (NSA) and EPA security regulations.

b. A Bachelor's degree in Telecommunications Systems, Management, Business, Information Systems, or other related scientific or technical discipline; a minimum of three years experience including working in secure access facilities and understanding of protocols for National Security Information, of which one year must be specialized; and an American citizen with a Top Secret national security clearance (current at time of contract award).

(1) General experience includes facilities operations, personnel management, and/or property/supply management; PC based office automation equipment and programs (word processing, data base management, spreadsheet, modem communications, etc.); and demonstrated ability to effectively communicate orally and in writing.

(2) Specialized experience includes national security emergency, catastrophic disaster, or environmental emergency program and/or facilities operations; physical security and/or operations security (OPSEC) Planning; and demonstrated ability to develop operational plans, procedures, and instructions.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGE

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3

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

0015

09/23/2010

10D3NON033

6. ISSUED BY

CODE

SRRPOD

7. ADMINISTERED BY (If other than Item 6)

CODE

SRRPOD

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS1200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS1200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

X-EETO INC

ATTN NA

8725 NW 18TH TER SUITE 304

MIAMI FL 33172

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.

EP-W-08-071

10B. DATED (SEE ITEM 13)

09/30/2008

CODE (b)(4)

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$338,579.96

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: (b)(4)

National Security Emergency Preparedness Program Analytical and Technical Support.

Max Expire Date: 09/30/2013

The purpose of this modification is to add incremental funding in the amount of \$338,579.96 to the contract. All other terms and conditions remain unchanged.

Delivery Location Code: RECON SHIP

RECONSTRUCT SHIP TO

WASHINGTON DC USA

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Claudia Armstrong

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

15B. UNITED STATES OF AMERICA

15C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

09/23/2010

NSN 7540-01-152-8070
Previous edition unusable

Working Copy

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER D143-82 109 TW ALEXANDER DRIVE DURHAM NC 27711 FOB: Destination Period of Performance: 18/81/2009 to 89/38/2818				

NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER D143-82 109 TW ALEXANDER DRIVE DURHAM NC 27711 FOB: Destination Period of Performance: 18/81/2809 to 09/30/2010				

NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711 FOB: Destination Period of Performance: 10/01/2089 to 09/30/2018				

MODIFICATIONS TO THE CONTRACT

1. The following funding modifications have been made:

OPTION Period 1:

2. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$ are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through October 2009.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

	Previous Mod No. Mod. 9	This Mod No. 15	Revised Totals
Est. Cost	\$(b)(4)		
Base Fee	\$		
Total	\$881,115.04	\$338,579.96	\$1,219,695.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 8

2. AMENDMENT/MODIFICATION NO.

0016

3. EFFECTIVE DATE

09/28/2010

4. REQUISITION/PURCHASE REQ. NO.

10D3N0N033

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

SRRPOD

7. ADMINISTERED BY (If other than Item 5)

CODE

SRRPOD

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS
1200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS
1200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

X-EETO INC
ATTN NA
8725 NW 18TH TER SUITE 304
MIAMI FL 33172

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

EP-W-08-071

10B. DATED (SEE ITEM 13)

09/30/2008

CODE (b)(4)

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$810,420.04

10-T-D3N-ZZZD73C-2505-HQ00BM00-10D3N0N033-001

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X Clause B.1, B.3, B.4, B.5, H.4 and H.5

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: (b)(4)

National Security Emergency Preparedness Program Analytical and Technical Support

Max Expire Date: 09/30/2013

The purpose of this modification is to exercise option period 2 for AN effective period beginning 10/1/10 through 9/30/11, incrementally fund Option Period 2 in the amount of \$810,420.04 and to remove the section H clause entitled, "CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.210-80)" and add section H clause entitled "CONTRACTOR PERFORMANCE INFORMATION (EPAAR 1552.242-71). All other terms and conditions remain the same.

LIST OF CHANGES:

Reason for Modification : Exercise an Option

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Claudia Armstrong

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

09/28/2010

NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	New Total Amount for this Version: \$1,258,472.88 New Total Amount for this Award: \$7,234,135.88 Obligated Amount for this Modification: \$810,420.04 New Total Obligated Amount for this Award: \$3,222,513.04 CHANGES FOR LINE ITEM NUMBER: 21 Obligated Amount for this modification: \$818,428.84 Exercised option NEW ACCOUNTING CODE ADDED: Account code: 10-T-B3N-ZZZD73C-2585-HQ00BM88-10D3NBNB33-801 Beginning Fiscal Year 18 Ending Fiscal Year Fund (Appropriation) T Budget Organization D3N Quantity: 0 Amount: \$010,420.04 Percent: 64.80918 Subject To Funding: N Payment Address: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-D2) 109 TW Alexander Drive Durham NC 27711 CHANGES FOR LINE ITEM NUMBER: 21A Exercised option Delivery Location Code: RECDW SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711 BFY: 10 Fund: T Budget Org: D3N Program (PRC): ZZZD73C Budget (BOC): 25D5 Job #: HQ00BM80 DCN - Line ID: 10D3NDND33-001 FOB: Destination Period of Performance: 10/D1/2DD8 to 09/30/2013				

NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	New Total Amount for this Version: \$1,258,472.88 New Total Amount for this Award: \$7,234,135.80 Obligated Amount for this Modification: \$818,428.84 New Total Obligated Amount for this Award: \$3,222,513.84 CHANGES FOR LINE ITEM NUMBER: 21 Obligated Amount for this modification: \$810,420.04 Exercised option NEW ACCOUNTING CODE ADDED: Account code: 10-T-D3N-ZZZD73C-2505-HQ00BM00-10D3NON033-801 Beginning Fiscal Year 10 Ending Fiscal Year Fund (Appropriation) T Budget Organization D3N Quantity: 0 Amount: \$810,420.04 Percent: 64.80918 Subject To Funding: N Payment Address: ATP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-D2) 109 TW Alexander Drive Durham NC 27711 CHANGES FOR LINE ITEM NUMBER: 21A Exercised option Delivery Location Code: RECON SXIP RECONSTRUCT SXIP TO WASHINGTON DC USA Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711 BFY: 18 Fund: T Budget Org: D3N Program (PRC): ZZZD73C Budget (BOC): 25D5 Job #: XQ00BM8D DCN - Line ID: 10D3NDND33-DD1 FOB: Destination Period of Performance: 10/D1/2DD8 to 09/30/2013				

NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	New Total Amount for this Version: \$1,258,472.80 New Total Amount for this Award: \$7,234,135.00 Obligated Amount for this Modification: \$818,420.04 New Total Obligated Amount for this Award: \$3,222,513.84 CHANGES FOR LINE ITEM NUMBER: 21 Obligated Amount for this modification: \$810,428.04 Exercised option NEW ACCOUNTING CODE ADDED: Account code: 10-T-D3N-ZZZD73C-2585-HQ00BM8D-10D3N8ND33-D01 Beginning Fiscal Year 10 Ending Fiscal Year Fund (Appropriation) T Budget Organization D3N Quantity: 0 Amount: \$810,420.04 Percent: 64.80918 Subject To Funding: N Payment Address: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-D2) 109 TW Alexander Drive Durham NC 27711 CHANGES FOR LINE ITEM NUMBER: 21A Exercised option Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA Payment: ATP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY ATP-FINANCE CENTER D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711 BFY: 18 Fund: T Budget Org: D3N Program (PRC): ZZZD73C Budget (BOC): 25D5 Job #: HQ00BM80 DCN - Line ID: 10D3NDND33-DD1 FOB: Destination Period of Performance: 10/01/2DD8 to 09/30/2013				

MODIFICATIONS TO THE CONTRACT

1. Option Period II is exercised. The Start Date and End Date for this period of performance are as follows:

Start Date 10/01/10
End Date 09/30/11

2. The Section B clause entitled "LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION" has been modified. The text is as follows:

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 14,885 direct labor hours for the **Option Period II** which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

3. The Section B clause entitled "ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)" has been modified. The text is as follows:

Option Period II Totals:

(a) The estimated cost of this contract is \$ (b)(4)

(b) The fixed fee is \$ (b)(4)

(c) The total estimated cost and fixed fee is \$1,250,472

4. The Section B clause entitled "OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)" has been modified. The text is as follows:

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

	Base Period Ceiling	Option Period 1 Ceiling	Option Period 2 Ceiling	Option Period 3 Ceiling	Option Period 4 Ceiling
Travel/local and long distance	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000

5. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

Option Period II: (As of 10/1/10)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$(b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through **May 2011**.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

Option Period II	
	This Mod No. 16
Est. Cost	\$(b)(4)
Base Fee	
Total	\$810,420.04

Option Period II Current Contract Total (Contract Ceiling)	\$1,250,472.00
Option Period II Current Contract Total Funding This Mod 16	\$810,420.04
Amount Required to Fully Fund	\$440,051.96

6. The Section F clause entitled "PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)" has been modified. The text is as follows:

The period of performance of this contract shall be from 10/01/10 through 9/30/11 inclusive of all required reports.

7. The Section H clause entitled "OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION" has been modified. The text is as follows:

The Government has the option to extend the term of this contract for **four** additional **one-year** period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. The Government's estimated level of effort is **14,885** direct labor hours for all four option periods. Use of an option will result in the following contract modifications:

- (a) The "Period of Performance" clause will be amended to cover a base and Option Periods from:

Period	Start Date	End Date
Base Period	10/01/08	09/30/09
Option Period I	10/01/09	09/30/10
Option Period II	10/01/10	09/30/11
Option Period III	10/01/11	09/30/12
Option Period IV	10/01/12	09/30/13

- (b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Period	Level of Effort Direct Labor Hours basic quantity
-----	-----
Base Year Period	14,885
Option Period I	14,885

Option Period II	14,885
Option Period III	14,885
Option Period IV	14,885

* To Be Completed at time of contract award

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fee for each option period as follows:

Period	Estimated Cost	Fixed Fee	Total
Base	\$(b)(4)	\$(b)(4)	\$1,192,398
Option Period I	\$	\$	\$1,219,697
Option Period II	\$	\$	\$1,250,472
Option Period III	\$	\$	\$1,286,837
Option Period IV	\$	\$	\$1,325,322

(d) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

Period	Total ODCs (including travel)
--------	-------------------------------

	Base Period Ceiling	Option Period 1 Ceiling	Option Period 2 Ceiling	Option Period 3 Ceiling	Option Period 4 Ceiling
Travel/local and long distance	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000

8. The section H clause entitled "CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.210-80)" is hereby removed from this contract due to the Agency's transition to using the Contractor Performance Assessment Reporting System (CPARS) in place of the National Institute of Health's (NIH) Contract Performance System (CPS) as the mechanism used to submit evaluation reports to the Past Performance Information Retrieval System (PPIRS). **All references to the NIH CPS found within this contract are hereby replaced with CPARS.**

9. The section H clause entitled "CONTRACTOR PERFORMANCE INFORMATION (EPAAR 1552.242-71)" is added to this contract.

(a) In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR Deviation 1542.15, past performance evaluations shall be prepared and submitted electronically to the Past Performance Information Retrieval System (PPIRS). The process for submitting evaluation reports to PPIRS shall be through use of the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS.

Using CPARS, EPA shall evaluate contractor performance using the following

evaluation factors as applicable: Technical (Quality of Product), Product Performance, Systems Engineering, Software Engineering, Logistic Support/Sustainment, Product Assurance, Other Technical Performance, Schedule, Cost Control (Not Applicable for Firm-Fixed Price or Firm-Fixed Price with Economic Price Adjustment), Management, Management Responsiveness, Subcontract Management, Program Management and Other Management, Other Areas, and Utilization of Small Business.

Each evaluation factor shall be rated in accordance with a five scale rating system: Red/Unsatisfactory, Yellow/Marginal, Green/Satisfactory, Purple/Very Good, and Dark Blue/Exceptional, N/A = Not Applicable. Plus or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change assessment status.

(b) The contractor shall designate representatives to whom the evaluations will be sent automatically and electronically. The name, title, e-mail address and phone number of the designated contractor representative shall be provided to the contracting officer who will, in turn, provide that information to their CPARS Focal Point administrator for authorization access. Any changes in designated contractor personnel shall be the sole responsibility of the contractor to inform the contracting officer and the CPARS Focal Point.

PLEASE NOTE: The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall complete the evaluation in CPARS and forward to the contractor for review and comment.

The contractor has thirty (30) calendar days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The response shall be sent through CPARS.

The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) calendar days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and finalize the evaluation in CPARS after expiration of the specified 30 calendar days.

If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the contract level contracting officer's representative and/or applicable official, shall initially try to resolve the disagreement with the contractor.

If the disagreement is not resolved between the contractor and the contracting officer, the matter will be referred, as promptly as possible, to

evaluation factors as applicable: Technical (Quality of Product), Product Performance, Systems Engineering, Software Engineering, Logistic Support/Sustainment, Product Assurance, Other Technical Performance, Schedule, Cost Control (Not Applicable for Firm-Fixed Price or Firm-Fixed Price with Economic Price Adjustment), Management, Management Responsiveness, Subcontract Management, Program Management and Other Management, Other Areas, and Utilization of Small Business.

Each evaluation factor shall be rated in accordance with a five scale rating system: Red/Unsatisfactory, Yellow/Marginal, Green/Satisfactory, Purple/Very Good, and Dark Blue/Exceptional, N/A = Not Applicable. Plus or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change assessment status.

(b) The contractor shall designate representatives to whom the evaluations will be sent automatically and electronically. The name, title, e-mail address and phone number of the designated contractor representative shall be provided to the contracting officer who will, in turn, provide that information to their CPARS Focal Point administrator for authorization access. Any changes in designated contractor personnel shall be the sole responsibility of the contractor to inform the contracting officer and the CPARS Focal Point.

PLEASE NOTE: The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall complete the evaluation in CPARS and forward to the contractor for review and comment.

The contractor has thirty (30) calendar days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The response shall be sent through CPARS.

The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) calendar days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and finalize the evaluation in CPARS after expiration of the specified 30 calendar days.

If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the contract level contracting officer's representative and/or applicable official, shall initially try to resolve the disagreement with the contractor.

If the disagreement is not resolved between the contractor and the contracting officer, the matter will be referred, as promptly as possible, to

evaluation factors as applicable: Technical (Quality of Product), Product Performance, Systems Engineering, Software Engineering, Logistic Support/Sustainment, Product Assurance, Other Technical Performance, Schedule, Cost Control (Not Applicable for Firm-Fixed Price or Firm-Fixed Price with Economic Price Adjustment), Management, Management Responsiveness, Subcontract Management, Program Management and Other Management, Other Areas, and Utilization of Small Business.

Each evaluation factor shall be rated in accordance with a five scale rating system: Red/Unsatisfactory, Yellow/Marginal, Green/Satisfactory, Purple/Very Good, and Dark Blue/Exceptional, N/A = Not Applicable. Plus or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change assessment status.

(b) The contractor shall designate representatives to whom the evaluations will be sent automatically and electronically. The name, title, e-mail address and phone number of the designated contractor representative shall be provided to the contracting officer who will, in turn, provide that information to their CPARS Focal Point administrator for authorization access. Any changes in designated contractor personnel shall be the sole responsibility of the contractor to inform the contracting officer and the CPARS Focal Point.

PLEASE NOTE: The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall complete the evaluation in CPARS and forward to the contractor for review and comment.

The contractor has thirty (30) calendar days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The response shall be sent through CPARS.

The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) calendar days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and finalize the evaluation in CPARS after expiration of the specified 30 calendar days.

If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the contract level contracting officer's representative and/or applicable official, shall initially try to resolve the disagreement with the contractor.

If the disagreement is not resolved between the contractor and the contracting officer, the matter will be referred, as promptly as possible, to

the Reviewing Official (an official at least one level above the contracting officer or contract specialist) for resolution.

The Agency Reviewing Official shall record a determination in CPARS. The ultimate conclusion on the performance evaluation is a decision of the EPA.

The contracting officer shall complete the Agency review and finalize the evaluation in CPARS after the contracting officer receives the Agency Reviewing Official's determination.

An interim or final report is considered completed after the contracting officer finalizes the evaluation in CPARS.

the Reviewing Official (an official at least one level above the contracting officer or contract specialist) for resolution.

The Agency Reviewing Official shall record a determination in CPARS. The ultimate conclusion on the performance evaluation is a decision of the EPA.

The contracting officer shall complete the Agency review and finalize the evaluation in CPARS after the contracting officer receives the Agency Reviewing Official's determination.

An interim or final report is considered completed after the contracting officer finalizes the evaluation in CPARS.

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The Agency Reviewing Official shall record a determination in CPARS. The ultimate conclusion on the performance evaluation is a decision of the EPA.

The contracting officer shall complete the Agency review and finalize the evaluation in CPARS after the contracting officer receives the Agency Reviewing Official's determination.

An interim or final report is considered completed after the contracting officer finalizes the evaluation in CPARS.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

4

2. AMENDMENT/MODIFICATION NO.

0017

3. EFFECTIVE DATE

11/02/2010

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

SRRPOD

7. ADMINISTERED BY (If other than Item 6)

CODE

SRRPOD

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS1200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS1200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

(X) 9A. AMENDMENT OF SOLICITATION NO.

X-EETO INC

ATTN NA

8725 NW 18TH TER SUITE 304

MIAMI FL 33172

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
EP-W-08-071

10B. DATED (SEE ITEM 13)

09/30/2008

CODE (b)(4)

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X G.5 CONTRACT ADMINISTRATIVE REPRESENTATIVES (EP 52.242-100) (AUG 1984)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

DUNS Number: (b)(4)

National Security Emergency Preparedness Program Analytical and Technical Support

Max Expire Date: 09/30/2013

LIST OF CHANGES:

Reason for Modification : Other Administrative Action

Total Amount for this Modification: \$0.00

New Total Amount for this Version: \$0.00

New Total Amount for this Award: \$7,234,135.00

Contracting Officer changed

from Claudia Armstrong

to Gloria Kane and

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Gloria Kane

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

11/02/2010

NSN 7540-01-152-8070
Previous edition unusable

Working Copy

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-W-08-071/0017		PAGE 2	OF 4
NAME OF OFFEROR OR CONTRACTOR X-EETO INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Trina M. Fisher Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA Payment: RTP FINANCE CENTER OS ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP D143-D2 109 TW ALEXANDER DRIVE DURHAM NC 27711 FOB: Destination Period of Performance: 10/01/2008 to 09/30/2013 The purpose of this modification is to change the Contracting Officer from Claudia Armstrong to Gloria Kane and to add Trina M. Fisher as an additional Contracting Officer. All other terms and conditions remain unchanged.				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-W-08-071/0017		PAGE 2	OF 4
NAME OF OFFEROR OR CONTRACTOR X-EETO INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Trina M. Fisher Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA Payment: RTP FINANCE CENTER OS ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP D143-D2 109 TW ALEXANDER DRIVE DURHAM NC 27711 FOB: Destination Period of Performance: 10/01/2008 to 09/30/2013 The purpose of this modification is to change the Contracting Officer from Claudia Armstrong to Gloria Kane and to add Trina M. Fisher as an additional Contracting Officer. All other terms and conditions remain unchanged.				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-W-08-071/0017		PAGE 2	OF 4
NAME OF OFFEROR OR CONTRACTOR X-EETO INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Trina M. Fisher Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP D143-D2 109 TW ALEXANDER DRIVE DURHAM NC 27711 FOB: Destination Period of Performance: 10/01/2008 to 09/30/2013 The purpose of this modification is to change the Contracting Officer from Claudia Armstrong to Gloria Kane and to add Trina M. Fisher as an additional Contracting Officer. All other terms and conditions remain unchanged.				

MODIFICATIONS TO THE CONTRACT (Please see Bold Text)

1. The Section G clause entitled "CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-180) (AUG 1984)" has been modified. The text is as follows:

Project Officer(s) for this Contract

Project Officer:

Ray Worley
U.S. EPA CEPPPO
(5104A)
1200 Pennsylvania Ave.
Washington, DC 28460
(282) 564-8721
worley.ray@epa.gov

Joseph Vescio
U.S. EPA CEPPPO
(51DA)
1200 Pennsylvania Ave.
Washington, DC 2046D
(2D2) 564-2522
vescio.joseph@epa.gov

Contract Specialist(s) responsible for administering this contract:

Ron Bell
1200 Pennsylvania Ave.
(3805R)
Washington, Dc, 204D6
Phone: (282) 564-4501
bell.ron@epa.gov

Administrative Contracting Officer for this contract has changed from:

Claudia M. Armstrong
1200 Pennsylvania Ave.
Mailcode: 3805R
Washington, Dc, 28486
Phone: (2D2) 564-6679
armstrong.claudia@epa.gov

To:

Gloria Kane
12DD Pennsylvania Ave.
Mailcode: 3805
Washington, DC, 2D4D6
Phone: (2D2) 564-4437
Kane.gloria@epa.gov

MODIFICATIONS TO THE CONTRACT (Please see Bold Text)

1. The Section G clause entitled "CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-1D0) (AUG 1984)" has been modified. The text is as follows:

Project Officer(s) for this Contract

Project Officer:

Ray Worley
O.S. EPA CEPPPO
(51D4A)
12DD Pennsylvania Ave.
Washington, DC 2046D
(282) 564-8721
worley.ray@epa.gov

Joseph Vescio
U.S. EPA CEPPPO
(51DA)
128D Pennsylvania Ave.
Washington, DC 2846D
(202) 564-2522
vescio.joseph@epa.gov

Contract Specialist(s) responsible for administering this contract:

Ron Bell
128D Pennsylvania Ave.
(3885R)
Washington, Dc, 2D4D6
Phone: (202) 564-45D1
bell.ron@epa.gov

Administrative Contracting Officer for this contract has changed from:

Claudia M. Armstrong
12D8 Pennsylvania Ave.
Mailcode: 3805R
Washington, Dc, 2D4D6
Phone: (2D2) 564-6679
armstrong.claudia@epa.gov

To:

Gloria Kane
120D Pennsylvania Ave.
Mailcode: 3885
Washington, DC, 20406
Phone: (202) 564-4437
Kane.gloria@epa.gov

MODIFICATIONS TO THE CONTRACT (Please see Bold Text)

1. The Section G clause entitled "CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-108) (AUG 1984)" has been modified. The text is as follows:

Project Officer(s) for this Contract

Project Officer:

Ray Worley
U.S. EPA CEPPPO
(5184A)
1288 Pennsylvania Ave.
Washington, DC 2846D
(282) 564-8721
worley.ray@epa.gov

Joseph Vescio
U.S. EPA CEPPPO
(518A)
128D Pennsylvania Ave.
Washington, DC 20468
(202) 564-2522
vescio.joseph@epa.gov

Contract Specialist(s) responsible for administering this contract:

Ron Bell
128D Pennsylvania Ave.
(3885R)
Washington, Dc, 20406
Phone: (2D2) 564-4581
bell.ron@epa.gov

Administrative Contracting Officer for this contract has changed from:

Claudia M. Armstrong
12DD Pennsylvania Ave.
Mailcode: 3805R
Washington, Dc, 2D486
Phone: (282) 564-6679
armstrong.claudia@epa.gov

To:

Gloria Kane
128D Pennsylvania Ave.
Mailcode: 3805
Washington, DC, 28406
Phone: (202) 564-4437
Kane.gloria@epa.gov

Trina M. Fisher
1200 Pennsylvania Ave.
Mailcode: 3885
Washington, DC. 20406
Phone: (202) 564-1789
Fisher.trina@epa.gov

All other terms and conditions remain unchanged.

Trina M. Fisher
1200 Pennsylvania Ave.
Mailcode: 3805
Washington, DC. 20406
Phone: (202) 564-1789
Fisher.trina@epa.gov

All other terms and conditions remain unchanged.

Trina M. Fisher
1200 Pennsylvania Ave.
Mailcode: 3805
Washington, DC. 20486
Phone: (202) 564-1789
Fisher.trina@epa.gov

All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID C

PAGE OF PAGES

1

2

2. AMENDMENT/MODIFICATION NO.

0018

3. EFFECTIVE DATE

11/04/2010

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

SRRPOD

7. ADMINISTERED BY (If other than item 6)

CODE

SRRPOD

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS1200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS1200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

X-EETO INC

ATTN NA

8725 NW 18TH TER SUITE 304

MIAMI FL 33172

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
EP-W-08-071

10B. DATED (SEE ITEM 13)

09/30/2008

CODE (b)(4)

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: (b)(4)

National Security Emergency Preparedness Program Analytical and Technical Support

Max Expire Date: 09/30/2013

LIST OF CHANGES:

Reason for Modification : Other Administrative Action

Total Amount for this Modification: \$0.00

New Total Amount for this Version: \$203,390.00

New Total Amount for this Award: \$7,234,135.00

CHANGES FOR LINE ITEM NUMBER: 21A

Unit changed from Each to Hours

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Gloria Kane

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

11/04/2010

NSN 7540-01-152-8070
Previous edition unusable

Working Copy

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR LINE ITEM NUMBER: 22A Unit changed from Each to Hours				
	CHANGES FOR LINE ITEM NUMBER: 31A Unit changed from Each to Hours				
	CHANGES FOR LINE ITEM NUMBER: 32A Unit changed from Each to Hours				
	CHANGES FOR LINE ITEM NUMBER: 41A Unit changed from Each to Hours				
	CHANGES FOR LINE ITEM NUMBER: 42A Unit changed from Each to Hours				
	CHANGES FOR LINE ITEM NUMBER: 42				
	Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON SC USA				
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP D143-82 109 TW ALEXANDER DRIVE DURHAM NC 27711				
	FOB: Destination Period of Performance: 18/01/2088 to 89/30/2813 The purpose of this modification is to change the LOE line items unit of issue from "EA" to "HR". All other terms and conditions remain the same.				

NAME OF OFFEROR OR CONTRACTOR
X-EETD INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR LINE ITEM NUMBER: 22A Unit changed from Each to Hours				
	CHANGES FOR LINE ITEM NUMBER: 31A Unit changed from Each to Hours				
	CHANGES FOR LINE ITEM NUMBER: 32A Unit changed from Each to Hours				
	CHANGES FOR LINE ITEM NUMBER: 41A Unit changed from Each to Hours				
	CHANGES FOR LINE ITEM NUMBER: 42A Unit changed from Each to Hours				
	CHANGES FOR LINE ITEM NUMBER: 42				
	Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA				
	Payment: RTP FINANCE CENTER SS ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP D143-82 189 TW ALEXANDER DRIVE DURHAM NC 27711				
	FOB: Destination Period of Performance: 10/01/2808 to 09/38/2813 The purpose of this modification is to change the LOE line items unit of issue from "ER" to "HR". All other terms and conditions remain the same.				

NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR LINE ITEM NUMBER: 22A Unit changed from Each to Hours				
	CHANGES FOR LINE ITEM NUMBER: 31A Unit changed from Each to Hours				
	CHANGES FOR LINE ITEM NUMBER: 32A Unit changed from Each to Hours				
	CHANGES FOR LINE ITEM NUMBER: 41A Unit changed from Each to Hours				
	CHANGES FOR LINE ITEM NUMBER: 42A Unit changed from Each to Hours				
	CHANGES FOR LINE ITEM NUMBER: 42				
	Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA				
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP D143-02 189 TW ALEXANDER DRIVE DURHAM NC 27711				
	FOB: Destination Period of Performance: 18/81/2008 to 89/30/2013 The purpose of this modification is to change the LOE line items unit of issue from "EA" to "HR". All other terms and conditions remain the same.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

4

2. AMENDMENT/MODIFICATION NO.

0019

3. EFFECTIVE DATE

05/04/2011

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

SRRPOD

7. ADMINISTERED BY (if other than Item 6)

CODE

SRRPOD

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS1200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS1200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

X-EETO INC

ATTN NA

8725 NW 18TH TER SUITE 304

MIAMI FL 33172

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
EP-W-08-071

10B. DATED (SEE ITEM 13)

09/30/2008

CODE (b)(4)

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X G.5 CONTRACT ADMINISTRATION REPRESENTATIVES (EP52.242-100) (AUG 1984)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

DUNS Number: (b)(4)

Max Expire Date: 09/30/2013

In accordance with Clause G5, CONTRACT ADMINISTRATION REPRESENTATIVES, the purpose of this modification is to change the Alternate Project Officer from Ray Worley to Chris Burgess. All other terms and conditions remain the same.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Trina Fisher

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070
Previous edition unusable

Working Copy

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP 8143-82 109 TW ALEXANDER DRIVE DURHAM NC 27711 Period of Performance: 18/81/2088 to 09/30/2813				

NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: AFP FINANCE CENTER 88 ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL 8RDF D143-82 109 TW ALEXANDER DRIVE DURHAM NC 27711 Period of Performance: 10/81/2808 to 89/38/2013				

NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY ATP-FINANCE CENTER MAIL DROP D143-02 189 TW ALEXANDER DRIVE DURHAM NC 27711 Period of Performance: 18/D1/2888 to 89/38/2813				

MODIFICATIONS TO THE CONTRACT (Please see Bold Text)

1. The Section G clause entitled "CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-188) (AUG 1984)" has been modified. The text is as follows:

Project Officer(s) for this Contract

Project Officer:

Joseph Vescio
U.S. EPA CEPPPO
(518R)
1280 Pennsylvania Ave.
Washington, DC 20460
(202) 564-2522
vescio.joseph@epa.gov

Alternate Project Officer Changes

FROM:

Ray Worley
U.S. EPA CEPPPO
(5184A)
1280 Pennsylvania Ave.
Washington, DC 20460
(202) 564-8721
worley.ray@epa.gov

TO:

Chris Burgess
U.S. EPA OEM
5104A
1200 Pennsylvania Ave.
Washington, DC 20460
(202) 564-5333
Burgess.christopher@epa.gov

Contract Specialist(s) responsible for administering this contract:

Ron Bell
1200 Pennsylvania Ave.
(3885R)
Washington, Dc, 20406
Phone: (202) 564-4501
bell.ron@epa.gov

MODIFICATIONS TO THE CONTRACT (Please see Bold Text)

1. The Section G clause entitled "CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-108) (AUG 1984)" has been modified. The text is as follows:

Project Officer(s) for this Contract

Project Officer:

Joseph Vescio
U.S. EPA CEPPPO
(510A)
1200 Pennsylvania Ave.
Washington, DC 20468
(282) 564-2522
vescio.joseph@epa.gov

Alternate Project Officer Changes

FROM:

Ray Worley
U.S. EPA CEPPPO
(5184A)
1208 Pennsylvania Ave.
Washington, DC 20460
(202) 564-8721
worley.ray@epa.gov

TO:

Chris Burgess
U.S. EPA OEM
5104A
1200 Pennsylvania Ave.
Washington, Dc 20460
(202) 564-5333
Burgess.christopher@epa.gov

Contract Specialist(s) responsible for administering this contract:

Ron Bell
1280 Pennsylvania Ave.
(3805R)
Washington, Dc, 20406
Phone: (282) 564-4501
bell.ron@epa.gov

MODIFICATIONS TO THE CONTRACT (Please see Bold Text)

1. The Section G clause entitled "CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-188) (AUG 1984)" has been modified. The text is as follows:

Project Officer(s) for this Contract

Project Officer:

Joseph Vescio
U.S. EPA CEPPPO
(510A)
1288 Pennsylvania Ave.
Washington, DC 20460
(282) 564-2522
vescio.joseph@epa.gov

Alternate Project Officer Changes

FROM:

Ray Worley
U.S. EPA CEPPPO
(5104A)
1200 Pennsylvania Ave.
Washington, DC 20460
(202) 564-8721
worley.ray@epa.gov

TO:

Chris Burgess
U.S. EPA OEM
5184A
1200 Pennsylvania Ave.
Washington, DC 20460
(202) 564-5333
Burgess.christophar@epa.gov

Contract Specialist(s) responsible for administering this contract:

Ron Bell
1200 Pennsylvania Ave.
(3805R)
Washington, Dc, 20486
Phone: (202) 564-4581
bell.ron@epa.gov

Administrative Contracting Officer for this contract has changed from:

Clauda M. Armstrong
1200 Pennsylvania Ave.
Mailcode: 3805R
Washington, Dc, 20406
Phone: (202) 564-6679
armstrong.claudia@epa.gov

To:

Gloria Kane
1200 Pennsylvania Ave.
Mailcode: 3805
Washington, DC, 20406
Phone: (202) 564-4437
Kane.gloria@epa.gov

Trina M. Fisher
1200 Pennsylvania Ave.
Mailcode: 3805
Washington, DC, 20406
Phone: (202) 564-1789
Fisher.trina@epa.gov

All other terms and conditions remain unchanged.

Administrative Contracting Officer for this contract has changed from:

Clauda M. Armstrong
1200 Pennsylvania Ave.
Mailcode: 3805R
Washington, Dc, 20406
Phone: (202) 564-6679
armstrong.claudia@epa.gov

To:

Gloria Kane
1200 Pennsylvania Ave.
Mailcode: 3805
Washington, DC, 20406
Phone: (202) 564-4437
Kane.gloria@epa.gov

Trina M. Fisher
1200 Pennsylvania Ave.
Mailcode: 3805
Washington, DC, 20406
Phone: (202) 564-1789
Fisher.trina@epa.gov

All other terms and conditions remain unchanged.

Administrative Contracting Officer for this contract has changed from:

Clauda M. Armstrong
1200 Pennsylvania Ave.
Mailcode: 3805R
Washington, Dc, 20406
Phone: (202) 564-6679
armstrong.claudia@epa.gov

To:

Gloria Kane
1200 Pennsylvania Ave.
Mailcode: 3805
Washington, DC, 20406
Phone: (202) 564-4437
Kane.gloria@epa.gov

Trina M. Fisher
1200 Pennsylvania Ave.
Mailcode: 3805
Washington, DC, 20406
Phone: (202) 564-1789
Fisher.trina@epa.gov

All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

4

2. AMENDMENT/MODIFICATION NO.

0020

3. EFFECTIVE DATE

06/24/2011

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

SRRPOD

7. ADMINISTERED BY (If other than Item 6)

CODE

SRRPOD

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY

SUPERFUNDRCRA REGIONAL PROCUREMENT

OPERATIONS

1200 PENNSYLVANIA AVE NW

WASHINGTON DC 20460

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY

SUPERFUNDRCRA REGIONAL PROCUREMENT

OPERATIONS

1200 PENNSYLVANIA AVE NW

WASHINGTON DC 20460

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

X-EETO INC

ATTN NA

8725 NW 18TH TER SUITE 304

MIAMI FL 33172

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.

EP-W-08-071

10B. DATED (SEE ITEM 13)

09/30/2008

CODE (b)(4)

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X

Administrative Action

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: (b)(4)

The purpose of this modification is to add the Clause 52.232-22 in its entirety to the Contract. All other terms and conditions remain unchanged.

Max Expire Date: 09/30/2013

LIST OF CHANGES:

Reason for Modification : Other Administrative Action

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Trina Fisher

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP D143-02 109 TW ALEXANDER DRIVE DORHAM NC 27711 Period of Performance: 10/01/2000 to 09/30/2013				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP D143-02 109 TW ALEXANDER DRIVE DORHAM NC 27711 Period of Performance: 10/01/2000 to 09/30/2013				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP D143-02 109 TW ALEXANDER DRIVE DORHAM NC 27711 Period of Performance: 10/01/2000 to 09/30/2013				

52.232-22 Limitation of Funds.

As prescribed in 32.705-2(b), insert the following clause in solicitations and contracts if an incrementally funded cost-reimbursement contract is contemplated. The 60-day period may be varied from 30 to 90 days and the 75 percent from 75 to 85 percent. "Task Order" or other appropriate designation may be substituted for "Schedule" wherever that word appears in the clause.

LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of—

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

52.232-22 Limitation of Funds.

As prescribed in 32.705-2(b), insert the following clause in solicitations and contracts if an incrementally funded cost-reimbursement contract is contemplated. The 60-day period may be varied from 30 to 90 days and the 75 percent from 75 to 85 percent. "Task Order" or other appropriate designation may be substituted for "Schedule" wherever that word appears in the clause.

LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of—

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

52.232-22 Limitation of Funds.

As prescribed in 32.705-2(b), insert the following clause in solicitations and contracts if an incrementally funded cost-reimbursement contract is contemplated. The 60-day period may be varied from 30 to 90 days and the 75 percent from 75 to 85 percent. "Task Order" or other appropriate designation may be substituted for "Schedule" wherever that word appears in the clause.

LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of—

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of—

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

(End of clause)

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of—

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

(End of clause)

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of—

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

3

2. AMENDMENT/MODIFICATION NO.

0021

3. EFFECTIVE DATE

08/02/2011

4. REQUISITION/PURCHASE REQ. NO.

PR-OSWER-11-00539

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

SRRPOD

7. ADMINISTERED BY (If other than Item 6)

CODE

SRRPOD

SRRPOD

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONSUS ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS1200 PENNSYLVANIA AVE NW
WASHINGTON DC 204601200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

EP-W-08-071

10B. DATED (SEE ITEM 13)

09/30/2008

CODE (b)(4)

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$440,051.96

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X B.5 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: (b)(4)

The purpose of this modification is to incrementally fund Option Period 2 in the amount of \$440,051.96. This will fully fund Option Period 2. All other terms and conditions remain unchanged.

Max Expire Date: 09/30/2013

LIST OF CHANGES:

Reason for Modification : Funding Only Action

Total Amount for this Modification: \$0.00

New Total Amount for this Version: \$1,250,472.00

New Total Amount for this Award: \$7,234,135.00

Obligated Amount for this Modification: \$440,051.96

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Elaine M. Scott

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	New Total Obligated Amount for this Award: \$3,662,565.00 Incremental Funded Amount changed: from \$2,030,115.04 to \$2,470,167.00 CHANGES FOR LINE ITEM NUMBER: 21 Obligated Amount for this modification: \$440,051.96 Incremental Funded Amount changed from \$810,420.04 to \$1,250,472.00 NEW ACCOUNTING CODE ADDED: Account code: 11-T-B3N-IZZ873-2505-HQ00BM00-1103N15005-002 Beginning Fiscal Year 11 Ending Fiscal Year Fund (Appropriation) T Budget Organization D3N Quantity: 0 Amount: \$440,051.96 Percent: 35.19087 Subject To Funding: N Payment Address: RTP Finance Center US Environmental Protection Agency ATP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711 Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711 FOB: Destination Period of Performance: 10/01/2008 to 09/30/2013				

NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	New Total Obligated Amount for this Award: \$3,662,565.00 Incremental Funded Amount changed: from \$2,830,115.04 to \$2,470,167.00 CHANGES FOR LINE ITEM NUMBER: 21 Obligated Amount for this modification: \$440,051.96 Incremental Funded Amount changed from \$810,420.04 to \$1,250,472.00 NEW ACCOUNTING CODE ADDED: Account code: 11-T-B3N-ZZZD73-2505-HQ00BM00-1103N15005-DD2 Beginning Fiscal Year 11 Ending Fiscal Year Fund (Appropriation) T Budget Organization D3N Quantity: 0 Amount: \$440,051.96 Percent: 35.19087 Subject To Funding: N Payment Address: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711 Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711 FOB: Destination Period of Performance: 10/01/2008 to 09/30/2013				

NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	New Total Obligated Amount for this Award: \$3,662,565.00 Incremental Funded Amount changed: from \$2,030,115.04 to \$2,470,167.00 CHANGES FOR LINE ITEM NUMBER: 21 Obligated Amount for this modification: \$440,051.96 Incremental Funded Amount changed from \$810,420.04 to \$1,250,472.00 NEW ACCOUNTING CODE ADDED: Account code: 11-T-B3N-ZZZD73-2505-HQ00BM00-1103N15005-DD2 Beginning Fiscal Year 11 Ending Fiscal Year Fund (Appropriation) T Budget Organization D3N Quantity: 0 Amount: \$440,051.96 Percent: 35.19087 Subject To Funding: N Payment Address: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711 Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711 FOB: Destination Period of Performance: 10/01/2008 to 09/30/2013				

The Environmental Protection Agency's
MODIFICATIONS TO THE CONTRACT

1. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

(a) Pursuant to the clause in this contract entitled "Limitation of Funds," funds have been allotted for the payment of allowable costs and fees estimated to be incurred for Option Period II ending 9/30/11.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) Breakout of Incremental Funding:

Option Period II

The following is a breakout of funding for the current period of performance of the contract - Option Period II:

	<u>Previous Amount</u>	<u>This Mod</u>	<u>Current Total</u>
ESTIMATED COST:	\$(b)(4)	\$(b)(4)	\$(b)(4)
FIXED FEE:	\$		\$
TOTAL FUNDING:	\$810,420.04	\$440,051.96	\$1,250,472.00

Estimated cost is calculated by:

Dividing the total amount funded by (b)(4) : \$(b)(4) / (b)(4) = \$(b)(4)

Fee is calculated by : Multiplying \$(b)(4) x (b)(4) = \$(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID C

PAGE OF PAGES

1

3

2. AMENDMENT/MODIFICATION NO.

0022

3. EFFECTIVE DATE

08/03/2011

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

SRRPOD

7. ADMINISTERED BY (If other than Item 6)

CODE

SRRPOD

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS1200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS1200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

X-EETO INC

ATTN NA

8725 NW 18TH TER SUITE 304

MIAMI FL 33172

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

EP-W-08-071

10B. DATED (SEE ITEM 13)

09/30/2008

CODE (b)(4)

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X B.5 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)

E. IMPORTANT:

Contractor

☒ is not.☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: (b)(4)

The purpose of this modification is to correct the fee applied in modification 21. All other terms and conditions remain unchanged.

Max Expire Date: 09/30/2013

LIST OF CHANGES:

Reason for Modification : Other Administrative Action

Total Amount for this Modification: \$0.00

New Total Amount for this Version: \$0.00

New Total Amount for this Award: \$7,234,135.00

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Elaine M. Scott

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
X-EETD INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP 0143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711 Period of Performance: 10/01/2008 to 09/30/2013				

NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DRDP 0143-D2 109 TW ALEXANDER DRIVE DURHAM NC 27711 Period of Performance: 10/81/2088 to D9/30/2013				

NAME OF OFFEROR OR CONTRACTOR
X-EETD INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711 Period of Performance: 10/81/2D88 to D9/3D/2813				

The Environmental Protection Agency's

MODIFICATIONS TO THE CONTRACT

1. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

(a) Pursuant to the clause in this contract entitled "Limitation of Funds," funds have been allotted for the payment of allowable costs and fees estimated to be incurred for Option Period II ending 9/30/11.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) Breakout of Incremental Funding:

Option Period II

The following is a breakout of funding for the current period of performance of the contract - Option Period II:

	Previous Amount	This Mod	Current Total
ESTIMATED COST:	\$(b)(4)	\$(b)(4)	\$(b)(4)
FIXED FEE:	\$		\$
TOTAL FUNDING:	\$810,420.04	\$440,051.96	\$1,250,472.00

Estimated cost is calculated by:

Dividing the total amount funded by (b)(4): \$(b)(4) / (b)(4) = \$(b)(4)

Fee is calculated by : Multiplying \$(b)(4) x (b)(4) = \$(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

0023

08/05/2011

6. ISSUED BY

CODE

SRRPOD

7. ADMINISTERED BY (If other than Item 6)

CODE

SRRPOD

SRRPOD

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONSUS ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS1200 PENNSYLVANIA AVE NW
WASHINGTON DC 204601200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

(X) 9A. AMENDMENT OF SOLICITATION NO.

X-EETO INC

ATTN NA

8725 NW 18TH TER SUITE 304

MIAMI FL 33172

9B. DATED (SEE ITEM 11)

(X) 10A. MODIFICATION OF CONTRACT/ORDER NO.
EP-W-08-071

10B. DATED (SEE ITEM 13)

CODE (b)(4)

FACILITY CODE

09/30/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Administrative Modification

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: (b)(4)

The purpose of this administrative modification is to ensure that the Government Furnished Property box has been checked yes within EAS and FPDS. All other terms and conditions remain unchanged.

Max Expire Date: 09/30/2013

LIST OF CHANGES:

Reason for Modification : Other Administrative Action

Government Furnished Property* changed to : Y

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP 0143-82 189 TW ALEXANDER DRIVE DURHAM NC 27711 Period of Performance: 10/81/2008 to 89/30/2013				

NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP 0143-82 189 TW ALEXANDER DRIVE DURHAM NC 27711 Period of Performance: 10/81/2888 to 89/38/2013				

NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711 Period of Performance: 10/81/28D8 to 89/38/2013				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

0024

3. EFFECTIVE DATE

09/27/2011

4. REQUISITION/PURCHASE REQ. NO.

PR-OSWER-11-00839

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

SRRPOD

7. ADMINISTERED BY (If other than item 6)

CODE

SRRPOD

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS

1200 PENNSYLVANIA AVE NW

WASHINGTON DC 20460

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS

1200 PENNSYLVANIA AVE NW

WASHINGTON DC 20460

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

X-EETO INC

ATTN NA

8725 NW 18TH TER SUITE 304

MIAMI FL 33172

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

EP-W-08-071

10B. DATED (SEE ITEM 13)

09/30/2008

CODE

(b)(4)

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or an amendment, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$427,400.00

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X

Clause B.1, B.3, B.4, B.5, H.5

E. IMPORTANT:

Contractor

☐ is not☒ is required to sign this document and return

1

copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: (b)(4)

The purpose of this modification is to exercise Option Period 3 and Incrementally fund Option Period 3 by \$427,400. All other terms and conditions remain unchanged

Max Expire Date: 09/30/2013

LIST OF CHANGES:

Reason for Modification : Exercise an Option

Total Amount for this Modification: \$0.00

New Total Amount for this Version: \$1,286,837.00

New Total Amount for this Award: \$7,234,135.00

Obligated Amount for this Modification: \$427,400.00

New Total Obligated Amount for this Award: \$4,089,965.00

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

(b)(4)

Contracts Mgr

15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Claudia Armstrong

15C. CONTRACT/ORDER NO.

(b)(4)

15D. DATE SIGNED

09.28.11

15E. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

15F. DATE SIGNED

9/27/11

NSN 7540-01-152-8070

Previous edition unusable

(STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

CONTINUATION SHEET		REFERENCE NO. DOCUMENT BEING CONTINUED EP-W-D8-871/8824		PAGE 2	OF 7
NAME OF OFFEROR OR CONTRACTOR X-EETD INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Incremental Funded Amount changed: from \$2,478,167.88 to \$2,897,567.88 Contracting Officer changed from Elaine M Scott to Claudia Armstrong CHANGES FOR LINE ITEM NUMBER: 31 Obligated Amount for this modification: \$427,480.80 Incremental Funded Amount changed from \$8.08 to \$427,400.00 Exercised option NEW ACCOUNTING CODE ADDED: Account code: 11-T-D3N-302D72XPA-2585-HQ08BM88-11D3N15838-801 Beginning Fiscal Year 11 Ending Fiscal Year Fund (Appropriation) T Budget Organization 83N Quantity: 0 Amount: \$427,400.00 Percent: 33.21319 Subject To Funding: N Payment Address: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711 Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711 FOB: Destination Period of Performance: 10/01/2008 to 09/30/2013 Change Item 0831 to read as follows (amount shown is the total amount): Contract Ceiling and Funding for Option Period III Continued ...				

CONTINUATION SHEET		REFERENCE NO. DOCUMENT BEING CONTINUED EP-W-D8-071/8824		PAGE 2	OF 7
NAME OF OFFEROR OR CONTRACTOR X-EET8 INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Incremental Funded Amount changed: from \$2,478,167.88 to \$2,897,567.88 Contracting Officer changed from Elaine M Scott to Claudia Armstrong CHANGES FOR LINE ITEM NUMBER: 31 Obligated Amount for this modification: \$427,488.80 Incremental Funded Amount changed from \$0.80 to \$427,480.00 Exercised option NEW ACCOUNTING CODE ADDED: Account code: 11-T-D3N-382D72XPA-2585-HQ00BM00-1183N15838-001 Beginning Fiscal Year 11 Ending Fiscal Year Fund (Appropriation) T Budget Organization D3N Quantity: 0 Amount: \$427,480.88 Percent: 33.21319 Subject To Funding: N Payment Address: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711 Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711 FOB: Destination Period of Performance: 10/01/2008 to 09/30/2013 Change Item 0831 to read as follows (amount shown is the total amount): Contract Ceiling and Funding for Option Period III Continued ...				

CONTINUATION SHEET		REFERENCE NO. DOCUMENT BEING CONTINUED EP-W-88-871/D824		PAGE 2	OF 7
NAME OF OFFEROR OR CONTRACTOR X-EETD INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Incremental Funded Amount changed: from \$2,470,167.08 to \$2,897,567.08 Contracting Officer changed from Elaine M Scott to Claudia Armstrong CHANGES FOR LINE ITEM NUMBER: 31 Obligated Amount for this modification: \$427,408.80 Incremental Funded Amount changed from \$0.08 to \$427,408.88 Exercised option NEW ACCOUNTING CODE ADDED: Account code: 11-T-D3N-382D72XPA-2585-HQ88BM80-11D3N15030-001 Beginning Fiscal Year 11 Ending Fiscal Year Fund (Appropriation) T Budget Organization D3N Quantity: 0 Amount: \$427,400.80 Percent: 33.21319 Subject To Funding: N Payment Address: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711 Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711 FOB: Destination Period of Performance: 10/01/2008 to 09/30/2013 Change Item 0031 to read as follows (amount shown is the total amount): Contract Ceiling and Funding for Option Period III Continued ...				

NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
#831	Option Period III: Base Qty Cost Ceiling Accounting Info: 11-T-83N-382872XPA-2505-HQ80BM80-11D3N15030-D81 BFY: 11 Fund: T Budget Org: D3N Program (PRC): 302D72XPA Budget (BOC): 2505 Job #: HQ88BM88 DCN - Line ID: 1103N15830-001 Funding Flag: Partial Funded: \$427,4D8.80				

NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0831	Option Period III: Base Qty Cost Ceiling Accounting Info: 11-T-03H-3#2D72XPA-2505-HQ00BM00-1103N15030-0#1 BFY: 11 Fund: T Budget Org: D3N Program (PRC): 382872XPA Budget (BOC): 2505 Job #: HQ80BM88 DCN - Line ID: 1183N15030-881 Funding Flag: Partial Funded: \$427,400.00				

NAME OF OFFEROR OR CONTRACTOR
X-EETO INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
8031	Option Period III: Base Qty Cost Ceiling Accounting Info: 11-T-03N-382D72XPA-2505-HQ08BM00-1183N15030-001 BFY: 11 Fund: T Budget Org: 03N Program (PRC): 382072XPA Budget (BOC): 2585 Job #: HQ80BMD0 DCN - Line ID: 11D3N15838-801 Funding Flag: Partial Funded: \$427,488.88				

MODIFICATIONS TO THE CONTRACT

1. Option Period II is exercised. The Start Date and End Date for this period of performance are as follows:

Start Date 10/01/11
End Date 09/30/12

2. The Section B clause entitled "LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION" has been modified. The text is as follows:

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 14,885 direct labor hours for the Option Period III which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

3. The Section B clause entitled "ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)" has been modified. The text is as follows:

MODIFICATIONS TO THE CONTRACT

1. Option Period II is exercised. The Start Date and End Date for this period of performance are as follows:

Start Date 10/01/11
End Date 09/30/12

2. The Section B clause entitled "LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION" has been modified. The text is as follows:

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 14,885 direct labor hours for the Option Period III which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

3. The Section B clause entitled "ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)" has been modified. The text is as follows:

MODIFICATIONS TO THE CONTRACT

1. Option Period II is exercised. The Start Date and End Date for this period of performance are as follows:

Start Date 10/01/11
End Date 09/38/12

2. The Section B clause entitled "LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION" has been modified. The text is as follows:

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 14,885 direct labor hours for the Option Period III which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

3. The Section B clause entitled "ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)" has been modified. The text is as follows:

Option Period III Totals:

- (a) The estimated cost of this contract is \$(b)(4)
- (b) The fixed fee is \$(b)(4)
- (c) The total estimated cost and fixed fee is \$1,286,837

4. The Section B clause entitled "OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)" has been modified. The text is as follows:

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

	Base Period Ceiling	Option Period 1 Ceiling	Option Period 2 Ceiling	Option Period 3 Ceiling	Option Period 4 Ceiling
Travel/local and long distance	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000

5. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

Option Period III: (As of 10/1/11)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$(b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through June 2012.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

Option Period III	
	This Mod No. 24
Est. Cost	\$(b)(4)
Base Fee	
Total	\$427,400.00

Option Period III Current Contract Total (Contract Ceiling)	\$1,286,837.00
Option Period III Current Contract Total Funding This Mod 24	\$427,400.00
Amount Required to Fully Fund	\$859,437.00

6. The Section F clause entitled "PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)" has been modified. The text is as follows:

The period of performance of this contract shall be from 10/01/11 through 9/30/12 inclusive of all required reports.

7. The Section H clause entitled "OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION" has been modified. The text is as follows:

The Government has the option to extend the term of this contract for **four** additional **one-year** period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. The Government's estimated level of effort is **14,885** direct labor hours for all four option periods. Use of an option will result in the following contract modifications:

- (a) The "Period of Performance" clause will be amended to cover a base and Option Periods from:

Period	Start Date	End Date
Base Period	10/01/08	09/30/09
Option Period I	10/01/09	09/30/10
Option Period II	10/01/10	09/30/11
Option Period III	10/01/11	09/30/12
Option Period IV	10/01/12	09/30/13

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Period	Level of Effort Direct Labor Hours basic quantity
Base Year Period	14,885
Option Period I	14,885
Option Period II	14,885
Option Period III	14,885
Option Period IV	14,885

* To Be Completed at time of contract award

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fee for each option period as follows:

Period	Estimated Cost	Fixed Fee	Total
Base	\$ (b)(4)	\$ (b)(4)	\$1,192,398
Option Period I	\$	\$	\$1,219,697
Option Period II	\$	\$	\$1,250,472
Option Period III	\$	\$	\$1,286,837
Option Period IV	\$	\$	\$1,325,322

(d) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

Period	Total ODCs (including travel)				
	Base Period Ceiling	Option Period 1 Ceiling	Option Period 2 Ceiling	Option Period 3 Ceiling	Option Period 4 Ceiling
Travel/local and long distance	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT NO.

PAGE OF PAGES

1

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2. AMENDMENT/MODIFICATION NO.

0025

3. EFFECTIVE DATE

09/30/2011

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

SRRPOD

7. ADMINISTERED BY (if other than Item 6)

CODE

SRRPOD

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY

SUPERFUNDRCRA REGIONAL PROCUREMENT

OPERATIONS

1200 PENNSYLVANIA AVE NW

WASHINGTON DC 20460

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY

SUPERFUNDRCRA REGIONAL PROCUREMENT

OPERATIONS

1200 PENNSYLVANIA AVE NW

WASHINGTON DC 20460

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

(X) 9A. AMENDMENT OF SOLICITATION NO.

X-EETO INC

ATTN NA

8725 NW 18TH TER SUITE 304

MIAMI FL 33172

9B. DATE (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

EP-W-08-071

10B. DATE (SEE ITEM 13)

09/30/2008

CODE (b)(4)

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: (b)(4)

The purpose of this administrative modification is to exercise Option Period 3 Level of Effort Hours within EAS Line item 31A. All other terms and conditions remain unchanged.

Max Expire Date: 09/30/2013

LIST OF CHANGES:

Reason for Modification : Other Administrative Action

Total Amount for this Modification: \$0.00

New Total Amount for this Version: \$0.00

New Total Amount for this Award: \$7,234,135.00

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

15B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070
Previous edition unusableSTANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
EP-W-08-071/0025		2		2	
NAME OF OFFEROR OR CONTRACTOR					
X-EETD INC					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	CHANGES FOR LINE ITEM NUMBER: 31A Exercised option				
	Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA				
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY ATP-FINANCE CENTER MAIL DROP 0143-82 189 TW ALEXANDER DRIVE DURHAM NC 27711				
	FOB: Destination Period of Performance: 1D/D1/2888 to 09/38/2813				
	Change Item 8831A to read as follows (amount shown is the total amount):				
	Contract Ceiling and Funding for Option Period III				
0831A	Option Period III: Base Qty LOE	14885	HR	8.00	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
EP-W-08-071/8825		2		2	
NAME OF OFFEROR OR CONTRACTOR					
X-EETD INC					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	CHANGES FOR LINE ITEM NUMBER: 31A Exercised option				
	Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA				
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY ATP-FINANCE CENTER MAIL DROP 0143-82 189 TW ALEXANDER DRIVE DURHAM NC 27711				
	FOB: Destination Period of Performance: 10/01/2080 to 89/38/2813				
	Change Item 8831A to read as follows (amount shown is the total amount):				
	Contract Ceiling and Funding for Option Period III				
0031A	Option Period III: Base Qty LOE	14885	HR	0.80	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
EP-W-88-871/8025		2		2	
NAME OF OFFEROR OR CONTRACTOR					
X-EETO INC					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	CHANGES FOR LINE ITEM NUMBER: 31A Exercised option				
	Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA				
	Payment: ATP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP 8143-82 189 TW ALEXANDER DRIVE DURHAM NC 27711				
	FOB: Destination Period of Performance: 10/01/2808 to 09/38/2D13				
	Change Item 0031A to read as follows (amount shown is the total amount):				
	Contract Ceiling and Funding for Option Period III				
8031A	Option Period III: Base Qty LDE	14805	HR	8.80	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

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2. AMENDMENT/MODIFICATION NO.

0026

3. EFFECTIVE DATE

12/08/2011

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

SRRPOD

7. ADMINISTERED BY (If other than Item 6)

CODE

SRRPOD

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS1200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS1200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

X-EETO INC

ATTN NA

8725 NW 18TH TER SUITE 304

MIAMI FL 33172

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

EP-W-08-071

10B. DATED (SEE ITEM 13)

09/30/2008

CODE (b)(4)

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X G.4 Indirect Costs (EPAAR 1552.242-70) (APR 1984) Deviation

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: (b)(4)

Max Expire Date: 10/03/2013

LIST OF CHANGES:

Reason for Modification : Other Administrative Action

The purpose of this modification is to establish approved Indirect Cost Rates effective January 1, 2009 to December 31, 2009 and to change Contracting Officers from Gloria Kane and Trina Fisher to Wanda Carrier. The rates only apply to invoices issued within 2009. All other terms and conditions remain in full force and effect.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Claudia Armstrong

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

12/08/2011

NSN 7540-01-152-8070
Previous edition unusableSTANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
EP-W-88-871/8026				2 2	
NAME OF OFFEROR OR CONTRACTOR					
X-EETO INC					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP 8143-02 109 TW ALEXANDER DAIVE DURHAM NC 27711 Period of Performance: 10/84/2811 to 10/03/2812				
OPTIONAL FORM 336 (4-85) Sponsored by GSA FAR (48 CFR) 53.110					

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
EP-W-08-871/0826				2 2	
NAME OF OFFEROR OR CONTRACTOR					
X-EETO INC					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP D143-D2 189 TW ALEXANDER DRIVE DURHAM NC 27711 Period of Performance: 10/04/2011 to 10/03/2012				
OPTIONAL FORM 336 (4-85) Sponsored by GSA FAR (48 CFR) 53.110					

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
EP-W-08-871/DD26				2 2	
NAME OF OFFEROR OR CONTRACTOR					
X-EETO INC					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER MAIL DROP 8143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711 Period of Performance: 10/84/2811 to 18/83/2012				
OPTIONAL FORM 336 (4-85) Sponsored by GSA FAR (48 CFR) 53.110					

MODIFICATIONS TO THE CONTRACT (Please see Bold Text)

I. The Section G clause entitled "CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)" has been modified. The text is as follows:

Project Officer(s) for this Contract

Project Officer:

Ray Worley
U.S. EPA CEPPPO
(5104A)
1280 Pennsylvania Ave.
Washington, DC 20460
(202) 564-8721
worley_ray@epa.gov

Joseph Vescio
U.S. EPA CEPPPO
(510A)
1288 Pennsylvania Ave.
Washington, DC 20460
(202) 564-2522
vescio_joseph@epa.gov

Contract Specialist(s) responsible for administering this contract:

Dionne Wright
1200 Pennsylvania Ave.
(3805R)
Washington, DC, 20406
Phone: (202) 564-2982
Wright.dionne@epa.gov

Administrative Contracting Officer for this contract has changed from:

Gloria Kane
1208 Pennsylvania Ave.
Mailcode: 3805
Washington, DC, 20406
Phone: (202) 564-4437
Kane.gloria@epa.gov

Trina M. Fisher
1208 Pennsylvania Ave.
Mailcode: 3885
Washington, DC, 20406
Phone: (202) 564-1789
Fisher.trina@epa.gov

MODIFICATIONS TO THE CONTRACT (Please see Bold Text)

1. The Section G clause entitled "CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)" has been modified. The text is as follows:

Project Officer(s) for this Contract

Project Officer:

Ray Worley
U.S. EPA CEPPPO
(5104A)
1200 Pennsylvania Ave.
Washington, DC 20460
(202) 564-8721
worley_ray@epa.gov

Joseph Vescio
U.S. EPA CEPPPO
(510A)
1200 Pennsylvania Ave.
Washington, DC 20460
(202) 564-2522
vescio_joseph@epa.gov

Contract Specialist(s) responsible for administering this contract:

Dionne Wright
1200 Pennsylvania Ave.
(3885R)
Washington, DC, 20406
Phone: (202) 564-2982
Wright.dionne@epa.gov

Administrative Contracting Officer for this contract has changed from:

Gloria Kane
1280 Pennsylvania Ave.
Mailcode: 3885
Washington, DC, 20406
Phone: (202) 564-4437
Kane.gloria@epa.gov

Trina M. Fisher
1200 Pennsylvania Ave.
Mailcode: 3805
Washington, DC, 20406
Phone: (202) 564-1789
Fisher.trina@epa.gov

MODIFICATIONS TO THE CONTRACT (Please see Bold Text)

1. The Section G clause entitled "CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)" has been modified. The text is as follows:

Project Officer(s) for this Contract

Project Officer:

Ray Worley
U.S. EPA CEPPPO
(5184A)
1200 Pennsylvania Ave.
Washington, DC 20468
(202) 564-8721
wrley_ray@epa.gov

Joseph Vescio
U.S. EPA CEPPPO
(510A)
1200 Pennsylvania Ave.
Washington, DC 20460
(202) 564-2522
vescio_joseph@epa.gov

Contract Specialist(s) responsible for administering this contract:

Dionne Wright
1200 Pennsylvania Ave.
(3805R)
Washington, DC, 20406
Phone: (202) 564-2982
Wright.dionne@epa.gov

Administrative Contracting Officer for this contract has changed from:

Gloria Kane
1200 Pennsylvania Ave.
Mailcode: 3885
Washington, DC, 20406
Phone: (202) 564-4437
Kane.gloria@epa.gov

Trina M. Fisher
1280 Pennsylvania Ave.
Mailcode: 3805
Washington, DC, 20406
Phone: (202) 564-1789
Fisher.trina@epa.gov

To:

Wanda Carrier
1200 Pennsylvania Ave.
Mailcode: 3805R
Washington, Dc, 20406
Phone: (202) 564-0777
carrier.wanda@epa.gov

All other terms and conditions remain unchanged.

To:

Wanda Carrier
1200 Pennsylvania Ave.
Mailcode: 3805R
Washington, Dc, 20406
Phone: (202) 564-0777
carrier.wanda@epa.gov

All other terms and conditions remain unchanged.

To:

Wanda Carrier
1200 Pennsylvania Ave.
Mailcode: 3805R
Washington, Dc, 20406
Phone: (202) 564-0777
carrier.oanda@epa.gov

All other terms and conditions remain unchanged.

G.4 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost and Rate Negotiation Service Center
Office of Acquisition Management (3802R)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Prime Contractor: X-eeto Inc.

Cost Center	(b)(4)	
Period	Until	Modified
Rate	(b)(4)	
Base		
Cost Center	(b)(4)	
Period	Until	Modified
Rate	(b)(4)	
Base		
Cost Center	(b)(4)	
Period	Until	Modified
Rate	(b)(4)	
Base		

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center	TBD
Period	TBD
Rate	TBD
Base	TBD

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center	TBD
Period	TBD
Rate	TBD
Base	TBD

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center	TBD
Period	TBD
Rate	TBD
Base	TBD

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

6

2. AMENDMENT/MODIFICATION NO.

0027

3. EFFECTIVE DATE

02/29/2012

4. REQUISITION/PURCHASE REQ. NO.

PR-SRRPOD-12-00124

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

SRRPOD

7. ADMINISTERED BY (If other than Item 6)

CODE

SRRPOD

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS1200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

SRRPOD

US ENVIRONMENTAL PROTECTION AGENCY
SUPERFUNDRCRA REGIONAL PROCUREMENT
OPERATIONS1200 PENNSYLVANIA AVE NW
WASHINGTON DC 20460

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

9A. AMENDMENT OF SOLICITATION NO.

X-EETO INC

ATTN NA

8725 NW 18TH TER SUITE 304

MIAMI FL 33172

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

EP-W-08-071

10B. DATED (SEE ITEM 13)

09/30/2008

CODE (b)(4)

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X B.5 Limitation of Funds Notice EP 52.232-100

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: (b)(4)

The purpose of this modification is to shift \$493,301.03 from the base period, option period 1, and option period 2. All other terms and conditions remain in full force and effect.

Max Expire Date: 10/03/2013

LIST OF CHANGES:

Reason for Modification : Funding Only Action

Total Amount for this Modification: \$0.00

New Total Amount for this Version: \$4,949,402.00

New Total Amount for this Award: \$7,234,135.00

Incremental Funded Amount changed: from

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Claudia Armstrong

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

02/29/2012

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
		EP-W-08-071/0027		2 6	
NAME OF OFFEROR OR CONTRACTOR					
X-EETO INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	\$2,897,567.08 to \$4,089,965.00 Woman Owned: NO Changed to YES Requisitioner changed from to Joseph Vescio CHANGES FOR LINE ITEM NUMBER: 11 Obligated Amount for this modification: -\$187,688.28 Incremental Funded Amount changed from \$1,219,695.80 to \$1,032,006.72 CHANGES FOR DELIVERY LOCATION: RECON SHIP Amount changed from \$1,219,697.80 to \$1,219,695.00 CHANGES FOR ACCOUNTING CODE: 18-T-D3N-ZZZD73C-2505-HQ00EM00-1083NON833-081 Amount changed from \$338,579.96 to \$150,891.68 Percent changed from 27.7594 to 12.37126 CHANGES FOR LINE ITEM NUMBER: 21 Obligated Amount for this modification: -\$168,506.30 Incremental Funded Amount changed from \$1,250,472.08 to \$1,001,965.70 CHANGES FOR DELIVERY LOCATION: RECON SHIP Amount changed from \$1,250,471.00 to \$1,258,472.88 CHANGES FOR ACCOUNTING CODE: 11-T-D3N-ZZZD73C-2505-HQ08BM00-11D3N15005-082 Amount changed from \$440,051.96 to \$271,545.66 Percent changed from 35.19887 to 21.71545 CHANGES FOR LINE ITEM NUMBER: 31 Obligated Amount for this modification: \$493,301.11 Incremental Funded Amount changed from \$427,408.80 to \$920,701.11 CHANGES FOR DELIVERY LOCATION: RECON SHIP Amount changed from \$1,286,838.00 to \$1,286,837.00 NEW ACCOUNTING CODE ADDED: Account code: 18-T-D3N-ZZZD73C-2505-HQ00EM00-10D3NON033-001 Beginning Fiscal Year 10 Ending Fiscal Year Fund (Appropriation) T Continued ...				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
		EP-W-08-871/0027		2 6	
NAME OF OFFEROR OR CONTRACTOR					
X-EETD INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	\$2,897,567.00 to \$4,889,965.80 Woman Owned: No Changed to YES Requisitioner changed from to Jozeph Vescio CHANGES FOR LINE ITEM NUMBER: 11 Obligated Amount for this modification: -\$187,688.28 Incremental Funded Amount changed from \$1,219,695.88 to \$1,032,006.72 CHANGES FOR DELIVERY LOCATION: RECON SHIP Amount changed from \$1,219,697.08 to \$1,219,695.00 CHANGES FOR ACCOUNTING CODE: 10-T-83N-ZZZD73C-2505-HQ00EM00-10D3NON033-001 Amount changed from \$338,579.96 to \$158,891.68 Percent changed from 27.7594 to 12.37126 CHANGES FOR LINE ITEM NUMBER: 21 Obligated Amount for this modification: -\$168,506.30 Incremental Funded Amount changed from \$1,250,472.08 to \$1,881,965.78 CHANGES FOR DELIVERY LOCATION: RECON SHIP Amount changed from \$1,250,471.00 to \$1,250,472.08 CHANGES FOR ACCOUNTING CODE: 11-T-D3N-ZZZD73C-2505-HQ00EM88-11D3N15005-002 Amount changed from \$440,851.96 to \$271,545.66 Percent changed from 35.19887 to 21.71545 CHANGES FOR LINE ITEM NUMBER: 31 Obligated Amount for this modification: \$493,301.11 Incremental Funded Amount changed from \$427,480.00 to \$920,701.11 CHANGES FOR DELIVERY LOCATION: RECON SHIP Amount changed from \$1,286,838.00 to \$1,286,837.00 NEW ACCOUNTING CODE ADDED: Account code: 10-T-D3N-ZZZD73C-2505-HD00EM00-1003NON033-D81 Beginning Fiscal Year 10 Ending Fiscal Year Fund (Appropriation) T Continued ...				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
		EP-W-08-071/0027		2 6	
NAME OF OFFEROR OR CONTRACTOR					
X-EETO INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	\$2,897,567.00 to \$4,889,965.88 Woman Owned: NO Changed to YES Requisitioner changed from to Joseph Vescio CHANGES FOR LINE ITEM NUMBER: 11 Obligated Amount for this modification: -\$187,608.28 Incremental Funded Amount changed from \$1,219,695.00 to \$1,032,086.72 CHANGES FOR DELIVERY LOCATION: RECON SHIP Amount changed from \$1,219,697.00 to \$1,219,695.00 CHANGES FOR ACCOUNTING CODE: 10-T-D3N-ZZZD73C-2585-HQ88BM88-18D3NOND33-D01 Amount changed from \$338,579.96 to \$150,891.68 Percent changed from 27.7594 to 12.37126 CHANGES FOR LINE ITEM NUMBER: 21 Obligated Amount for this modification: -\$168,586.30 Incremental Funded Amount changed from \$1,250,472.08 to \$1,081,965.70 CHANGES FOR DELIVERY LOCATION: RECON SHIP Amount changed from \$1,258,471.88 to \$1,250,472.00 CHANGES FOR ACCOUNTING CODE: 11-T-D3N-ZZZD73C-2505-HQ00EM00-11D3N15805-D02 Amount changed from \$440,051.96 to \$271,545.66 Percent changed from 35.19887 to 21.71545 CHANGES FOR LINE ITEM NUMBER: 31 Obligated Amount for this modification: \$493,381.11 Incremental Funded Amount changed from \$427,408.00 to \$920,701.11 CHANGE FOR DELIVERY LOCATION: RECON SHIP Amount changed from \$1,286,838.00 to \$1,286,837.00 NEW ACCOUNTING CODE ADDED: Account code: 10-T-03N-ZZZD73C-2585-HQ00EM08-18D3W8N833-801 Beginning Fiscal Year 18 Ending Fiscal Year Fund (Appropriation) T Continued ...				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
EP-W-08-871/8827		3		6	
NAME OF OFFEROR OR CONTRACTOR					
X-EETH INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Budget Organization D3N Quantity: 8 Amount: \$187,688.28 Percent: 14.58524 Subject To Funding: W Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 11-T-D3N-ZZZD73-2505-HQ00BM00-11D3N15005-882 Beginning Fiscal Year 11 Ending Fiscal Year Fund (Appropriation) T Budget Organization D3N Quantity: 0 Amount: \$168,586.38 Percent: 13.89461 Subject To Funding: N Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 89-T-D3N-ZZZD73-2585-HQ00BM00-0983N9N060-801 Beginning Fiscal Year 09 Ending Fiscal Year Fund (Appropriation) T Budget Organization D3N Quantity: 0 Amount: \$137,106.53 Percent: 10.65454 Subject To Funding: N Payment Address: CHANGES FOR LINE ITEM NUMBER: 1 Obligated Amount for this modification: -\$137,106.53 Incremental Funded Amount changed from \$0.00 to \$1,055,291.47 CHANGES FOR ACCOUNTING CODE: 88-T-D3N-382DC6C-2585-HQ08BM00-88D3N8N862-002 Percent changed from 0 to 34.14766 CHANGES FOR ACCOUNTING CODE: 09-T-D3N-302D72C-2505-HQ00BM00-09D3N9N039-001 Percent changed from 0 to 30.4369 Continued ...				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
EP-W-08-071/0027		3		6	
NAME OF OFFEROR OR CONTRACTOR					
X-EETD INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Budget Organization D3N Quantity: 0 Amount: \$187,688.28 Percent: 14.58524 Subject To Funding: N Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 11-T-D3N-ZZZD73-2585-NQ00BM00-11D3N15805-802 Beginning Fiscal Year 11 Ending Fiscal Year Fund (Appropriation) T Budget Organization D3N Quantity: 8 Amount: \$168,586.38 Percent: 13.89461 Subject To Funding: N Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 09-T-D3N-ZZZD73-2505-HD08BM08-89D3N9N060-001 Beginning Fiscal Year 89 Ending Fiscal Year Fund (Appropriation) T Budget Organization N3N Quantity: 0 Amount: \$137,106.53 Percent: 10.65454 Subject To Funding: W Payment Address: CHANGES FOR LINE ITEM NUMBER: 1 Obligated Amount for this modification: -\$137,106.53 Incremental Funded Amount changed from \$8.80 to \$1,055,291.47 CHANGES FOR ACCOUNTING CODE: 08-T-D3N-302DC6C-2505-HD80BM00-08D3N8N062-002 Percent changed from 0 to 34.14766 CHANGES FOR ACCOUNTING CODE: 09-T-D3N-302D72C-2505-HQ00BM00-09D3N9N039-001 Percent changed from 0 to 30.4369 Continued ...				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
EP-W-08-071/0027		3		6	
NAME OF OFFEROR OR CONTRACTOR					
X-BETO INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Budget Organization D3N Quantity: 0 Amount: \$187,688.20 Percent: 14.58524 Subject To Funding: N Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 11-T-D3N-ZZZD73-2505-HQ08BM80-11D3N15085-082 Beginning Fiscal Year 11 Ending Fiscal Year Fund (Appropriation) T Budget Organization D3N Quantity: 0 Amount: \$168,586.30 Percent: 13.89461 Subject To Funding: N Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 89-T-D3N-ZZZD73-2505-HQ88BM08-89D3N9N868-001 Beginning Fiscal Year 09 Ending Fiscal Year Fund (Appropriation) T Budget Organization H3N Quantity: 0 Amount: \$137,186.53 Percent: 10.65454 Subject To Funding: N Payment Address: CHANGES FOR LINE ITEM NUMBER: 1 Obligated Amount for this modification: -\$137,106.53 Incremental Funded Amount changed from \$0.08 to \$1,855,291.47 CHANGES FOR ACCOUNTING CODE: 08-T-D3N-382DC6C-2585-HQ88BM00-88N3N8WD62-002 Percent changed from 0 to 34.14766 CHANGES FOR ACCOUNTING CODE: 09-T-D3N-302N72C-2505-NQ00BM00-09D3N9N039-001 Percent changed from 0 to 30.4369 Continued ...				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
EF-W-08-871/8827				4 6	
NAME OF OFFEROR OR CONTRACTOR					
X-EETO INC					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
0881	CHANGES FOR ACCOUNTING CODE: 89-T-83N-ZZZ073-2585-HQ88BM88-8983N9N868-881 Amount changed from \$221,478.88 to \$84,363.47 Percent changed from 8 to 7.87511				
	Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA				
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER 0143-82 189 TW ALEXANDER DRIVE DUHAM NC 27711 FOB: Destination Period of Performance: 18/84/2811 to 18/83/2812				
	Change Item 88D1 to read as follows (amount shown is the total amount):				
	Contract Ceiling and Funding for BASE Period				
	Base Period: Base Qty Cost Ceiling				
	Accounting Info: 08-T-D3N-ZZZ073-2585-HQ08BM08-88D3N8N862-881 BEY: 08 Fund: T Budget Org: D3N Program (PRC): ZZZ073 Budget (BOC): 2585 Job #: HQ88BM88 DCN - Line ID: 8803N8N062-DD1 Funding Flag: Partial Funded: \$8.88				
	Accounting Info: 88-T-03N-3820C6C-2505-HQ88BM88-8803N8N062-882 BEY: 08 Fund: T Budget Org: D3N Program (PRC): 3020C6C Budget (BOC): 2505 Job #: HQ08BM08 DCN - Line ID: 88D3N8N862-802 Funding Flag: Partial Funded: \$8.88				
	Accounting Info: 89-T-03N-382872C-2585-HQ88BM88-8903N9N039-0D1 BEY: 89 Fund: T Budget Org: D3N Program (PRC): 382072C Budget (BOC): 2585 Job #: HQ08BM08 DCN - Line ID: 8903N9N839-881 Funding Flag: Partial Funded: \$0.88				
	Accounting Info: 89-T-D3N-ZZZ073-2585-HQ88BM88-89D3N9N868-881 BEY: 89 Fund: T Budget Org: D3N Program (PRC): ZZZ073 Budget (BOC): 2585 Job #: HQ08BM88 DCN - Line ID: Continued ...				

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-88)
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CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
EF-W-88-871/0827				4 6	
NAME OF OFFEROR OR CONTRACTOR					
X-EETO INC					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
0881	CHANGES FOR ACCOUNTING CODE: 89-T-03N-ZZZ073-2585-HQ08BM08-09D3N9N868-881 Amount changed from \$221,478.00 to \$84,363.47 Percent changed from 8 to 7.87511				
	Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA				
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER 0143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711 FOB: Destination Period of Performance: 1D/D4/2811 to 10/03/2812				
	Change Item 8881 to read as follows (amount shown is the total amount):				
	Contract Ceiling and Funding for BASE Period				
	Base Period: Base Qty Cost Ceiling				
	Accounting Info: 88-T-D3N-ZZZ073-2505-HQ08BM88-8803N8N862-801 BEY: 88 Fund: T Budget Org: D3N Program (PRC): ZZZ073 Budget (BOC): 2585 Job #: HQ08BM88 DCN - Line ID: 8803N8N862-DD1 Funding Flag: Partial Funded: \$0.8D				
	Accounting Info: 88-T-03N-382DC6C-2585-HQ88BM88-88D3N8N862-082 BEY: 88 Fund: T Budget Org: D3N Program (PRC): 3D2DC6C Budget (BOC): 2585 Job #: HQ88BM88 DCN - Line ID: 88D3N8N062-882 Funding Flag: Partial Funded: \$8.80				
	Accounting Info: 89-T-D3N-302072C-2585-HQ08BM08-89D3N9N839-881 BEY: 89 Fund: T Budget Org: D3N Program (PRC): 382072C Budget (BOC): 2505 Job #: HQ08BM08 DCN - Line ID: 8903N9N839-881 Funding Flag: Partial Funded: \$8.80				
	Accounting Info: 89-T-D3N-ZZZ073-2585-HQ08BM08-89D3N9N868-881 BEY: 09 Fund: T Budget Org: D3N Program (PRC): ZZZ073 Budget (BOC): 25D5 Job #: HQ08BM88 DCN - Line ID: Continued ...				

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CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
EF-W-88-871/8827				4 6	
NAME OF OFFEROR OR CONTRACTOR					
X-EETO INC					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
80D1	CHANGES FOR ACCOUNTING CODE: 89-T-D3N-ZZZ073-2585-HQ88BM88-89D3N9N868-881 Amount changed from \$221,478.88 to \$24,363.47 Percent changed from 0 to 7.07511				
	Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA				
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER 0143-82 109 TW ALEXANDER DRIVE DURHAM NC 27711 FOB: Destination Period of Performance: 10/04/2011 to 18/83/2812				
	Change Item DD01 to read as follows (amount shown is the total amount):				
	Contract Ceiling and Funding for BASE Period				
	Base Period: Base Qty Cost Ceiling				
	Accounting Info: 88-T-D3N-ZZZ073-25D5-HQ08BM80-08D3N8N062-081 BEY: 88 Fund: T Budget Org: D3N Program (PRC): ZZZ073 Budget (BOC): 2585 Job #: HQ88BM00 DCN - Line ID: 8803N8N062-081 Funding Flag: Partial Funded: \$8.88				
	Accounting Info: 82-T-D3N-382DC6C-2585-HQ88BM88-8803N8N862-802 BEY: 88 Fund: T Budget Org: D3N Program (PRC): 382DC6C Budget (BOC): 2585 Job #: HQ88BM88 DCN - Line ID: 88D3N8N062-082 Funding Flag: Partial Funded: \$8.08				
	Accounting Info: 09-T-D3N-382D72C-2585-HQ88BM88-89D3N9N839-881 BEY: 09 Fund: T Budget Org: D3N Program (PRC): 302D72C Budget (BOC): 2585 Job #: HQ88BM80 DCN - Line ID: 89D3N9N039-801 Funding Flag: Partial Funded: \$8.08				
	Accounting Info: 89-T-D3N-ZZZ073-2585-HQ08BM8D-89D3N9N868-881 BEY: 89 Fund: T Budget Org: D3N Program (PRC): ZZZ073 Budget (BOC): 2585 Job #: HQ88BM88 DCN - Line ID: Continued ...				

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CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
EP-W-88-871/8827		5		6	
NAME OF OFFEROR OR CONTRACTOR					
X-EETD INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0811	89a3N9N868-801 Funding Flag: Partial Funded: -\$137,186.53 Change Item 8811 to read as follows (amount shown is the total amount): Contract Ceiling and Funding for Option Period I Option Period I: Base Qty Cost Ceiling Accounting Info: 89-T-D3N-ZZZD73-2505-HQ00BM08-89D3N9N860-081 BFY: 89 Fund: T Budget Org: 83N Program (PRC): ZZZD73 Budget (8DC): 2585 Job #: HQ88BM8D DCN - Line ID: 89D3N9N060-881 Funding Flag: Partial Funded: \$8.08 Accounting Info: 89-T-D3N-ZZZD73-2505-HQ08BM88-8983N9N868-881 BFY: 89 Fund: T Budget Org: D3N Program (PRC): ZZZD73 Budget (8DC): 2585 Job #: HQ08BM08 8CN - Line ID: 89D3N9N060-881 Funding Flag: Partial Funded: \$0.88 Accounting Info: 10-T-D3N-ZZZD73C-2505-HQ08BM88-18D3N0N033-081 BFY: 18 Fund: T Budget Org: D3N Program (PRC): ZZZD73C Budget (8OC): 2505 Job #: HQ88BM08 DCN - Line ID: 10D3N0N833-001 Funding Flag: Partial Funded: -\$187,688.28 Change Item 0D21 to read as follows (amount shown is the total amount): Contract Ceiling and Funding for Option Period II Option Period II: Base Qty Cost Ceiling Accounting Info: 18-T-D3N-ZZZD73C-2505-HQ80BM80-18D3N0N833-DD1 BFY: 10 Fund: T Budget Org: 83N Program (PRC): ZZZD73C Budget (DDC): 2585 Job #: HQ808MD0 DCN - Line ID: 1883N8N033-881 Funding Flag: Partial Funded: \$8.08 Accounting Info: 11-T-D3N-ZZZD73-2505-HQ88BM88-11D3N15085-882 BFY: 11 Fund: T Budget Org: D3N Program (PRC): ZZZD73 Continued ...				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
EP-W-08-871/8027		5		6	
NAME OF OFFEROR OR CONTRACTOR					
X-EETD INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
8811	89D3N9N060-881 Funding Flag: Partial Funded: -\$137,106.53 Change Item 8011 to read as follows (amount shown is the total amount): Contract Ceiling and Funding for Option Period I Option Period I: Base Qty Cost Ceiling Accounting Info: 89-T-D3N-ZZZD73-2505-HQ08BM88-89a3N9N868-801 BFY: 89 Fund: T Budget Org: D3N Program (PRC): ZZZD73 Budget (8OC): 2585 Job #: HQ88BM08 DCN - Line ID: 09D3N9N060-0D1 Funding Flag: Partial Funded: \$8.80 Accounting Info: 89-T-D3N-ZZZD73-2505-HQ08BM08-89D3N9N868-881 BFY: 09 Fund: T Budget Org: D3N Program (PRC): ZZZD73 Budget (8OC): 2505 Job #: HQ08BM08 DCN - Line ID: 09D3N9N868-881 Funding Flag: Partial Funded: \$8.80 Accounting Info: 18-T-D3N-ZZZD73C-2585-HQ80BM8D-18D3N8N833-D81 BFY: 10 Fund: T Budget Org: D3N Program (PRC): ZZZD73C Budget (8OC): 2585 Job #: HQ88BM80 DCN - Line ID: 10D3N8N833-801 Funding Flag: Partial Funded: -\$187,688.28 Change Item 8D21 to read as follows (amount shown is the total amount): Contract Ceiling and Funding for Option Period II Option Period II: Base Qty Cost Ceiling Accounting Info: 10-T-D3N-ZZZD73C-2585-HQ08BM88-18D3N8N833-DD1 BFY: 18 Fund: T Budget Org: D3N Program (PRC): ZZZD73C Budget (DDC): 2585 Job #: HQ08BM88 DCN - Line ID: 18D3N8N033-801 Funding Flag: Partial Funded: \$0.80 Accounting Info: 11-T-D3N-ZZZD73-2585-HQ88BM8D-11D3N15085-082 BFY: 11 Fund: T Budget Org: 83N Program (PRC): ZZZD73 Continued ...				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
EP-W-88-071/0027		5		6	
NAME OF OFFEROR OR CONTRACTOR					
X-EETD INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
8811	89D3N9N868-881 Funding Flag: Partial Funded: -\$137,186.53 Change Item 0811 to read as follows (amount shown is the total amount): Contract Ceiling and Funding for Option Period I Option Period I: Base Qty Cost Ceiling Accounting Info: 89-T-D3N-ZZZD73-2505-HQ08BM88-89D3N9N068-081 BFY: 89 Fund: T Budget Org: 83N Program (PRC): ZZZD73 Budget (8OC): 2585 Job #: HQ88BM88 DCN - Line ID: 09D3N9N868-881 Funding Flag: Partial Funded: \$8.88 Accounting Info: D9-T-D3N-ZZZD73-2585-HQ88BM88-89D3N9N060-081 BFY: 89 Fund: T Budget Org: D3N Program (PRC): ZZZD73 Budget (8OC): 2585 Job #: HQ80BM80 DCN - Line ID: D9D3N9N068-081 Funding Flag: Partial Funded: \$8.08 Accounting Info: 18-T-D3N-ZZZD73C-2585-HQ88BM80-10D3N0N833-801 BFY: 10 Fund: T Budget Org: D3N Program (PRC): ZZZD73C Budget (8OC): 2585 Job #: HQ88BM88 DCN - Line ID: 10D3N0N033-0D1 Funding Flag: Partial Funded: -\$187,688.28 Change Item 0D21 to read as follows (amount shown is the total amount): Contract Ceiling and Funding for Option Period II Option Period II: Base Qty Cost Ceiling Accounting Info: 1D-T-D3N-ZZZD73C-2585-HQ08BM08-1083N8N833-D01 BFY: 10 Fund: T Budget Org: D3N Program (PRC): ZZZD73C Budget (8OC): 25D5 Job #: HQ08BM00 DCN - Line ID: 10a3N0N833-001 Funding Flag: Partial Funded: \$8.08 Accounting Info: 11-T-83N-ZZZD73-2585-HQ88BM00-11D3N15D85-082 BFY: 11 Fund: T Budget Org: 83N Program (PRC): ZZZD73 Continued ...				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
		EP-W-88-071/0D27		6 6	
NAME OF OFFEROR OR CONTRACTOR					
X-EETO INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
8031	Budget (BOC): 2585 Job #: HQ88BM8E DCN - Line ID: 1183N15885-002 Funding Flag: Partial Funded: -\$168,506.30 Change Item 0031 to read as follows (amount shown is the total amount): Contract Ceiling and Funding for Option Period III Option Period III: Base Qty Cost Ceiling Accounting Info: 11-T-D3N-302D72XPA-25D5-HQ08BM08-1183N15030-881 BFY: 11 Fund: T Budget Org: D3N Program (PRC): 302D72XPA Budget (BOC): 2585 Job #: HQ80BMDD DCN - Line ID: 11D3N15D38-801 Funding Flag: Partial Funded: \$0.00 Accounting Info: 18-T-D3N-ZZZD73C-2585-HQ00BM88-1803NDN033-DD1 BFY: 18 Fund: T Budget Org: D3N Program (PRC): ZZZD73C Budget (BOC): 2585 Job #: HQ8BM0D DCN - Line ID: 18D3N0N833-001 Funding Flag: Partial Funded: \$187,688.28 Accounting Info: 11-T-D3N-ZZZD73-2585-HQ08BMDD-1103N15005-D02 BFY: 11 Fund: T Budget Org: D3N Program (PRC): ZZZD73 Budget (BOC): 2585 Job #: HQ88BM80 DCN - Line ID: 1103N15D05-D02 Funding Flag: Partial Funded: \$168,586.38 Accounting Info: 09-T-D3N-ZZZD73-25D5-HQ08BMDD-D903N9N868-DD1 BFY: 09 Fund: T Budget Org: D3N Program (PRC): ZZZD73 Budget (BOC): 25D5 Job #: HQ08BM8 DCN - Line ID: 89D3N9N860-0D1 Funding Flag: Partial Funded: \$137,1D6.53				

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OPTIONAL FORM 336 (4-80)
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		EP-W-D8-871/8827		6 6	
NAME OF OFFEROR OR CONTRACTOR					
X-EETO INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
8031	Budget (BOC): 25D5 Job #: HQ08BM08 DCN - Line ID: 11D3N15805-802 Funding Flag: Partial Funded: -\$168,506.38 Change Item 0831 to read as follows (amount shown is the total amount): Contract Ceiling and Funding for Option Period III Option Period III: Base Qty Cost Ceiling Accounting Info: 11-T-83N-302D72XPA-2505-HQ00BM00-11D3N15838-001 BFY: 11 Fund: T Budget Org: D3N Program (PRC): 3D2D72XPA Budget (BOC): 2505 Job #: HQ08BM00 DCN - Line ID: 1183N15030-001 Funding Flag: Partial Funded: \$8.80 Accounting Info: 18-T-D3N-ZZZD73C-25D5-HQ08BM0D-1083NDND33-081 BFY: 18 Fund: T Budget Org: D3N Program (PRC): ZZZD73C Budget (BOC): 2585 Job #: HQ08BM00 8CN - Line ID: 10D3NDN033-D81 Funding Flag: Partial Funded: \$187,688.28 Accounting Info: 11-T-D3N-ZZZD73-25D5-HQ08BMDD-11D3N150D5-002 BFY: 11 Fund: T Budget Org: D3N Program (PRC): ZZZD73 Budget (BOC): 2505 Job #: HQ08BM0D DCN - Line ID: 11D3N15885-082 Funding Flag: Partial Funded: \$168,586.38 Accounting Info: 09-T-D3N-ZZZD73-25D5-HQ08BMDD-D9D3N9N06D-801 BFY: 09 Fund: T Budget Org: D3N Program (PRC): ZZZD73 Budget (BOC): 2585 Job #: HQ08BM80 DCN - Line ID: 89D3N9N060-8D1 Funding Flag: Partial Funded: \$137,1D6.53				

NSN 7540-01-152-8087

OPTIONAL FORM 336 (4-80)
Sponsored by GSA
FAR (48 CFR) 53.110

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
		EP-W-88-871/8027		6 6	
NAME OF OFFEROR OR CONTRACTOR					
X-EET8 INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0031	Budget (BOC): 2505 Job #: HQ00BM80 DCN - Line ID: 11D3N15DD5-082 Funding Flag: Partial Funded: -\$168,586.38 Change Item 8831 to read as follows (amount shown is the total amount): Contract Ceiling and Funding for Option Period III Option Period III: Base Qty Cost Ceiling Accounting Info: 11-T-83N-302D72XPA-2585-HQ80BM80-11D3N15838-801 BFY: 11 Fund: T Budget Org: D3N Program (PRC): 3D2872XPA Budget (BOC): 2505 Job #: HQ00BM08 8CN - Line ID: 11D3N15838-D01 Funding Flag: Partial Funded: \$8.00 Accounting Info: 1D-T-D3N-ZZZ873C-2505-HQDD8M80-18D3N0N033-801 BFY: 1D Fund: T Budget Org: D3N Program (PRC): ZZZN73C Budget (BOC): 25D5 Job #: HQ88BM80 DCN - Line ID: 18D3N8ND33-DD1 Funding Flag: Partial Funded: \$187,688.28 Accounting Info: 11-T-D3N-ZZZD73-2505-HQ08BM00-11D3N15805-002 BFY: 11 Fund: T Budget Org: D3N Program (PRC): ZZZD73 Budget (BOC): 25D5 Job #: HQ08BM0 DCN - Line ID: 11D3N15005-082 Funding Flag: Partial Funded: \$168,586.38 Accounting Info: D9-T-D3N-ZZZD73-2585-HQ08BM00-09D3N9N860-001 BFY: D9 Fund: T Budget Org: D3N Program (PRC): ZZZD73 Budget (BOC): 2585 Job #: HQ08BM8 DCN - Line ID: D9D3N9ND6D-001 Funding Flag: Partial Funded: \$137,1D6.53				

NSN 7540-01-152-8087

OPTIONAL FORM 336 (4-80)
Sponsored by GSA
FAR (48 CFR) 53.110

MODIFICATION TO THE CONTRACT

1. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

Option Period III: (As of 2/29/12)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$^{(b)(4)} is allotted to cover estimated cost. Funds in the amount of \$^{(b)(4)} are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through June 2012.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

MODIFICATION TO THE CONTRACT

1. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

Option Period III: (As of 2/29/12)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$(b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through June 2012.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

Option Period 3 (10/1/11 - 9/30/12)

	Mod 24	Mod. 27	Revised Total
Est. Cost	\$(b)(4)		
Base Fee			
Total	\$427,400.00	\$493,301.11	\$920,701.11

Period 3 Current Contract Total (Contract Ceiling)	\$1,286,837.00
Period 3 Current Contract Total Funding This Mod	\$920,701.11
Amount Required to Fully Fund	\$366,135.89

Option Period 2 (10/1/10 - 9/30/11)

	Mod 21	Mod. 27	Revised Total
Est. Cost	\$(b)(4)		
Base Fee			
Total	\$1,250,472.00	-\$168,506.30	\$1,081,965.70

Period 2 Current Contract Total (Contract Ceiling)	\$1,250,472.00
Period 2 Current Contract Total Funding This Mod	\$1,081,965.70
Amount Required to Fully Fund	\$168,506.30

Option Period 1 (10/1/09 - 9/30/10)

	Previous Totals	Mod. 27	Revised Total
Est. Cost	\$ ^{(b)(4)}		
Base Fee			
Total	\$1,219,695.00	-\$187,688.28	\$1,032,006.72

Period 1 Current Contract Total (Contract Ceiling)	\$1,219,695.00
Period 1 Current Contract Total Funding This Mod	\$1,032,006.72
Amount Required to Fully Fund	\$187,688.28

Base Period (10/4/08 - 10/3/09)

	Previous Total	This Mod No. 27	Revised Total
Est. Cost	\$ ^{(b)(4)}		
Base Fee			
Total	\$1,192,398.00	-\$137,106.53	\$1,055,291.47

Base Period Current Contract Total (Contract Ceiling)	\$1,192,398.00
Base Period Current Contract Total Funding This Mod	\$1,055,291.47
Amount Required to Fully Fund	\$137,106.53

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 0028		3. EFFECTIVE DATE 05/09/2012		4. REQUISITION/PURCHASE REQ. NO. PR-SRRPOD-12-00284	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6)		CODE SRRPOD	
6. ISSUED BY SRRPOD US ENVIRONMENTAL PROTECTION AGENCY SUPERFUNDRCRA REGIONAL PROCUREMENT OPERATIONS 1200 PENNSYLVANIA AVE NW WASHINGTON DC 20460		7. ADMINISTERED BY (If other than Item 6) SRRPOD US ENVIRONMENTAL PROTECTION AGENCY SUPERFUNDRCRA REGIONAL PROCUREMENT OPERATIONS 1200 PENNSYLVANIA AVE NW WASHINGTON DC 20460		CODE SRRPOD	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) X-EETO INC ATTN NA 8725 NW 18TH TER SUITE 304 MIAMI FL 33172		(X) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE (b)(4)		FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071	
				10B. DATED (SEE ITEM 13) 09/30/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	B.5 Limitation of Funds Notice EP 52.232-100

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: (b)(4)

The purpose of this modification is to shift \$6883.13 from Option 3 to Option Period 2.
All other terms and conditions remain in full force and effect.

Max Expire Date: 10/03/2013

LIST OF CHANGES:

Reason for Modification : Funding Only Action

Total Amount for this Modification: \$0.00

New Total Amount for this Version: \$2,537,309.00

New Total Amount for this Award: \$7,234,135.00

Requisitioner changed
from Joseph Vescio

Continued ...

Except as provided herein, all forms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wanda Carrin	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Wanda Carrin (Signature of Contracting Officer)	16C. DATE SIGNED 5/9/12

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
EP-W-88-871/8028				2 3	
NAME OF OFFEROR OR CONTRACTOR					
X-EETO INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	to Ray Worley				
	CHANGES FOR LINE ITEM NUMBER: 21 Obligated Amount for this modification: \$6,883.13 Incremental Funded Amount changed from \$1,881,965.78 to \$1,088,848.83				
	CHANGES FOR DELIVEAY LOCATIDN: RECON SHIP Amount changed from \$1,250,471.88 to \$1,250,472.80				
	CHANGES FOR ACCOUNTING CODE: 18-T-D3N-ZZZD73C-2505-HQ08BM00-10D3W0ND33-081 Amount changed from \$810,420.04 to \$817,303.17 Percent changed from 64.88913 to 65.35957				
	CHANGES FOR LINE ITEM NUMBER: 31 Obligated Amount for this modification: -\$6,883.13 Incremental Funded Amount changed from \$928,701.11 to \$913,817.98				
	CHANGES FOR DELIVERY LOCATION: RECON SHIP Amount changed from \$1,286,038.88 to \$1,286,837.88				
	CHANGES FOR ACCOUNTING CODE: 10-T-03W-ZZZD73C-2585-HQ08BM00-10D3W0ND33-801 Amount changed from \$187,688.28 to \$180,885.15 Percent changed from 14.58524 to 14.85835				
	Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA				
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER D143-82 189 TW ALEXANDER DRIVE DURHAM NC 27711				
	FOB: Destination Period of Performance: 10/84/2011 to 18/83/2012				
	Change Item 0021 to read as follows (amount shown is the total amount):				
	Contract Ceiling and Funding for Option Period II				
0021	Option Period II: Base Qty Cost Ceiling				
	Accounting Info: 18-T-03N-ZZZD73C-25D5-HQ08BM00-18D3W0ND33-001 Continued ...				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
EP-W-08-D71/8828				2 3	
NAME OF OFFEROR OR CONTRACTOR					
X-EETD INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	to Ray Worley				
	CHANGES FOR LINE ITEM NUMBER: 21 Obligated Amount for this modification: \$6,883.13 Incremental Funded Amount changed from \$1,881,965.78 to \$1,888,848.83				
	CHANGES FOR DELIVERY LOCATION: RECON SHIP Amount changed from \$1,250,471.08 to \$1,250,472.08				
	CHANGES FOR ACCOUNTING CODE: 18-T-D3N-ZZZD73C-2505-HQ08BM00-10D3N0ND33-081 Amount changed from \$818,420.04 to \$817,303.17 Percent changed from 64.80913 to 65.35957				
	CHANGES FOR LINE ITEM NUMBER: 31 Obligated Amount for this modification: -\$6,883.13 Incremental Funded Amount changed from \$920,781.11 to \$913,817.90				
	CHANGES FOR DELIVERY LOCATION: RECON SHIP Amount changed from \$1,286,838.88 to \$1,286,837.00				
	CHANGES FOR ACCOUNTING CODE: 18-T-D3N-ZZZD73C-2505-HQ08BM00-10D3W0ND33-801 Amount changed from \$187,688.28 to \$180,805.15 Percent changed from 14.58524 to 14.05035				
	Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA				
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER D143-02 109 TW ALEXANDER DRIVE DURHAM NC 27711				
	FOB: Destination Period of Performance: 10/04/2011 to 10/83/2012				
	Change Item 0021 to read as follows (amount shown is the total amount):				
	Contract Ceiling and Funding for Option Period II				
0821	Option Period II: Base Qty Cost Ceiling				
	Accounting Info: 10-T-D3W-ZZZD73C-2585-HQ08BM00-10D3W0ND33-801 Continued ...				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
EP-W-08-871/8028				2 3	
NAME OF OFFEROR OR CONTRACTOR					
X-EETD INC					
ITEM NO. (A)	SUPPLIES/SERVICES (D)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	to Ray Worley				
	CHANGES FOR LINE ITEM NUMBER: 21 Obligated Amount for this modification: \$6,883.13 Incremental Funded Amount changed from \$1,881,965.78 to \$1,888,848.83				
	CHANGES FOR DELIVERY LOCATION: RECON SHIP Amount changed from \$1,258,471.08 to \$1,258,472.00				
	CHANGES FOR ACCOUNTING CODE: 18-T-D3N-ZZID73C-2505-HQ08BM00-10D3NDND33-801 Amount changed from \$818,428.84 to \$817,303.17 Percent changed from 64.80913 to 65.35957				
	CHANGES FOR LINE ITEM NUMBER: 31 Obligated Amount for this modification: -\$6,883.13 Incremental Funded Amount changed from \$928,781.11 to \$913,817.98				
	CHANGES FOR DELIVERY LOCATION: RECON SHIP Amount changed from \$1,286,838.08 to \$1,286,837.80				
	CHANGES FOR ACCOUNTING CODE: 10-T-D3N-ZZZD73C-2505-HQ08BM00-1003NDND33-801 Amount changed from \$187,688.28 to \$180,805.15 Percent changed from 14.58524 to 14.85035				
	Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA				
	Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER D143-02 189 TW ALEXANDER DRIVE DURHAM NC 27711				
	FOB: Destination Period of Performance: 18/04/2811 to 10/03/2812				
	Change Item 0021 to read as follows (amount shown is the total amount):				
	Contract Ceiling and Funding for Option Period II				
0021	Option Period II: Base Qty Cost Ceiling				
	Accounting Info: 10-T-D3N-ZZZD73C-2505-HQ08W08-10D3NDND33-801 Continued ...				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
EP-W-88-871/802#		3		3	
NAME OF OFFEROR OR CONTRACTOR					
X-EETO INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	BEY: 10 Fund: T Budget Org: D3N Program (PRC): ZZZD73C Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 10D3N0N033-001 Funding Flag: Partial Funded: \$6,883.13 Accounting Info: 11-T-D3N-ZZZD73-2505-HQ00BM00-11D3N15005-002 BEY: 11 Fund: T Budget Org: D3N Program (PRC): ZZZD73 Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 11D3N15005-002 Funding Flag: Partial Funded: \$0.00 Change Item 0031 to read as follows (amount shown is the total amount): Contract Ceiling and Funding for Option Period III #031 Option Period III: Base Qty Cost Ceiling Accounting Info: 11-T-D3N-382D72XPA-2505-HQ00BM00-11D3N15030-001 BEY: 11 Fund: T Budget Org: D3N Program (PRC): 382D72XPA Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 11D3N15030-001 Funding Flag: Partial Funded: \$0.80 Accounting Info: 18-T-D3N-ZZZD73C-2505-HQ00BM00-10D3N0N033-001 BEY: 10 Fund: T Budget Org: D3N Program (PRC): ZZZD73C Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 10D3N0N033-001 Funding Flag: Partial Funded: -\$6,883.13 Accounting Info: 11-T-D3N-ZZZD73-2505-HQ00BM00-11D3N15005-002 BEY: 11 Fund: T Budget Org: D3N Program (PRC): ZZZD73 Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 11D3N15005-002 Funding Flag: Partial Funded: \$0.00 Accounting Info: 09-T-D3N-ZZZD73-2505-HQ00BM00-09D3N9N060-001 BEY: 09 Fund: T Budget Org: D3N Program (PRC): ZZZD73 Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 09D3N9N060-001 Funding Flag: Partial Funded: \$0.00				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
EP-W-08-871/8828		3		3	
NAME OF OFFEROR OR CONTRACTOR					
X-EETO INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	BEY: 10 Fund: T Budget Org: D3N Program (PRC): ZZZD73C Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 10D3N0N033-001 Funding Flag: Partial Funded: \$6,883.13 Accounting Info: 11-T-D3N-ZZZD73-2505-HQ00BM00-11D3N15005-002 BEY: 11 Fund: T Budget Org: D3N Program (PRC): ZZZD73 Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 11D3N15005-002 Funding Flag: Partial Funded: \$0.00 Change Item 0031 to read as follows (amount shown is the total amount): Contract Ceiling and Funding for Option Period III 0031 Option Period III: Base Qty Cost Ceiling Accounting Info: 11-T-D3N-382D72XPA-2505-HQ00BM00-11D3N15030-001 BEY: 11 Fund: T Budget Org: D3N Program (PRC): 382D72XPA Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 11D3N15030-001 Funding Flag: Partial Funded: \$0.80 Accounting Info: 10-T-D3N-ZZZD73C-2505-HQ00BM00-10D3N0N033-001 BEY: 10 Fund: T Budget Org: D3N Program (PRC): ZZZD73C Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 10D3N0N033-001 Funding Flag: Partial Funded: -\$6,883.13 Accounting Info: 11-T-D3N-ZZZD73-2505-HQ00BM00-11D3N15005-002 BEY: 11 Fund: T Budget Org: D3N Program (PRC): ZZZD73 Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 11D3N15005-002 Funding Flag: Partial Funded: \$0.80 Accounting Info: 09-T-D3N-ZZZD73-2505-HQ00BM00-09D3N9N060-001 BEY: 09 Fund: T Budget Org: D3N Program (PRC): ZZZD73 Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 09D3N9N060-001 Funding Flag: Partial Funded: \$0.80				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
EP-W-08-871/0828		3		3	
NAME OF OFFEROR OR CONTRACTOR					
X-EETO INC					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	BEY: 18 Fund: T Budget Org: D3N Program (PRC): ZZZD73C Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 18D3N0N033-001 Funding Flag: Partial Funded: \$6,883.13 Accounting Info: 11-T-D3N-ZZZD73-2505-HQ00BM00-11D3N15005-002 BEY: 11 Fund: T Budget Org: D3N Program (PRC): ZZZD73 Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 11D3N15005-002 Funding Flag: Partial Funded: \$0.00 Change Item 0831 to read as follows (amount shown is the total amount): Contract Ceiling and Funding for Option Period III D031 Option Period III: Base Qty Cost Ceiling Accounting Info: 11-T-D3N-382D72XPA-2505-HQ00BM00-11D3N15030-001 BEY: 11 Fund: T Budget Org: D3N Program (PRC): 382D72XPA Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 11D3N15030-001 Funding Flag: Partial Funded: \$0.80 Accounting Info: 10-T-D3N-ZZZD73C-2505-HQ00BM00-10D3N0N033-001 BEY: 10 Fund: T Budget Org: D3N Program (PRC): ZZZD73C Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 10D3N0N033-001 Funding Flag: Partial Funded: -\$6,883.13 Accounting Info: 11-T-D3N-ZZZD73-2505-HQ00BM00-11D3N15005-002 BEY: 11 Fund: T Budget Org: D3N Program (PRC): ZZZD73 Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 11D3N15005-002 Funding Flag: Partial Funded: \$0.00 Accounting Info: 09-T-D3N-ZZZD73-2505-HQ00BM00-09D3N9N060-001 BEY: 09 Fund: T Budget Org: D3N Program (PRC): ZZZD73 Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 09D3N9N060-001 Funding Flag: Partial Funded: \$0.00				

MODIFICATION TO THE CONTRACT

1. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

Option Period III: (As of 2/29/12)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted to cover estimated cost. Funds in the amount of \$(b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through June 2012.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

Option Period 3 (10/1/11 - 9/30/12)

	Mod 27	Mod. 28	Revised Total
Est. Cost	\$(b)(4)		
Base Fee			
Total	\$920,701.11	-\$6,883.13	\$913,817.98

Period 3 Current Contract Total (Contract Ceiling)	\$1,286,837.00
Period 3 Current Contract Total Funding This Mod	\$913,817.98
Amount Required to Fully Fund	\$373,019.02

Option Period 2 (10/1/10 - 9/30/11)

	Mod 27	Mod. 28	Revised Total
Est. Cost	\$(b)(4)		
Base Fee			
Total	\$1,081,965.70	\$6,883.13	\$1,088,848.83

Period 2 Current Contract Total (Contract Ceiling)	\$1,250,472.00
Period 2 Current Contract Total Funding This Mod	\$1,088,848.83
Amount Required to Fully Fund	\$161,623.17

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGE 1 3	
2. AMENDMENT/MODIFICATION NO. 0029		3. EFFECTIVE DATE 05/29/2012		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than item 6)		CODE SRRPOD	
6. ISSUED BY SRRPOD US ENVIRONMENTAL PROTECTION AGENCY SUPERFUNDRCRA REGIONAL PROCUREMENT OPERATIONS 1200 PENNSYLVANIA AVE NW WASHINGTON DC 20460		7. ADMINISTERED BY (If other than item 6) SRRPOD US ENVIRONMENTAL PROTECTION AGENCY SUPERFUNDRCRA REGIONAL PROCUREMENT OPERATIONS 1200 PENNSYLVANIA AVE NW WASHINGTON DC 20460		CODE SRRPOD	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) X-EETO INC ATTN NA 8725 NW 18TH TER SUITE 304 MIAMI FL 33172		(X) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE (b)(4)		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071	
				10B. DATEO (SEE ITEM 13) 09/30/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$366,100.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) B.5 Limitation of Funds Notice EP 52.232-100

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: (b)(4)

The purpose of this modification is to add \$366,100.00 to option period 3. All other terms and conditions remain in full force and effect.

Max Expire Date: 10/03/2013

LIST OF CHANGES:

Reason for Modification : Funding Only Action

Total Amount for this Modification: \$0.00

New Total Amount for this Version: \$1,286,837.00

New Total Amount for this Award: \$7,234,135.00

Obligated Amount for this Modification: \$366,100.00

New Total Obligated Amount for this Award: \$4,456,065.00

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wanda Carrier	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 5/29/12

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
		EP-W-88-871/0029		2 3	
NAME OF OFFEROR OR CONTRACTOR					
X-ERTO INC					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Incremental Funded Amount changed: from \$4,089,965.00 to \$4,456,865.00 Buyer changed from Dionne Wright to Ron Bell Contracting Officer changed from Elaine M Scott to Wanda Carrier CHANGES FOR LINE ITEM NUMBER: 31 Obligated Amount for this modification: \$366,100.08 Incremental Funded Amount changed from \$913,817.98 to \$1,279,917.98 NEW ACCOUNTING CODE ADDED: Account code: 12-T-D3N-ZZZ073-2505-HQ80BM88-1203W51818-001 Beginning Fiscal Year 12 Ending Fiscal Year Fund (Appropriation) T Budget Organization D3N Quantity: 8 Amount: \$366,188.80 Percent: 28.4496 Subject To Funding: N Payment Address: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER 8143-D2 109 TW ALEXANDER DRIVE DURHAM NC 27711 Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER 0143-D2 109 TW ALEXANDER DRIVE DURHAM NC 27711 FOB: Destination Period of Performance: 10/84/2011 to 10/03/2012 Continued ...				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
		EP-W-D8-871/8829		2 3	
NAME OF OFFEROR OR CONTRACTOR					
X-ERTO INC					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Incremental Funded Amount changed: from \$4,889,965.00 to \$4,456,065.00 Buyer changed from Dionne Wright to Ron Bell Contracting Officer changed from Elaine M Scott to Wanda Carrier CHANGES FOR LINE ITEM NUMBER: 31 Obligated Amount for this modification: \$366,108.80 Incremental Funded Amount changed from \$913,817.98 to \$1,279,917.98 NEW ACCOUNTING CODE ADDED: Account code: 12-T-D3N-8ZZ073-25D5-HQ80BMOD-1203N51D18-D81 Beginning Fiscal Year 12 Ending Fiscal Year Fund (Appropriation) T Budget Organization 03W Quantity: 0 Amount: \$366,180.00 Percent: 28.4496 Subject To Funding: N Payment Address: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER 0143-D2 109 TW ALEXANDER DRIVE DURHAM NC 27711 Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER 0143-D2 109 TW ALEXANDER DRIVE DURHAM NC 27711 FOB: Destination Period of Performance: 10/04/2011 to 10/03/2012 Continued ...				

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE OF	
		EP-W-U8-071/0829		2 3	
NAME OF OFFEROR OR CONTRACTOR					
X-ERTO INC					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Incremental Funded Amount changed: from \$4,889,965.80 to \$4,456,065.88 Buyer changed from Dionne Wright to Ron Bell Contracting Officer changed from Elaine M Scott to Wanda Carrier CHANGES FOR LINE ITEM NUMBER: 31 Obligated Amount for this modification: \$366,180.88 Incremental Funded Amount changed from \$913,817.98 to \$1,279,917.98 NEW ACCOUNTING CODE ADDED: Account code: 12-T-D3N-ZZZ873-2505-HQ88BM00-12D3N51818-0D1 Beginning Fiscal Year 12 Ending Fiscal Year Fund (Appropriation) T Budget Organization D3N Quantity: 0 Amount: \$366,108.80 Percent: 28.4496 Subject To Funding: N Payment Address: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER 0143-D2 109 TW ALEXANDER DRIVE DURHAM NC 27711 Delivery Location Code: RECON SHIP RECONSTRUCT SHIP TO WASHINGTON DC USA Payment: RTP FINANCE CENTER US ENVIRONMENTAL PROTECTION AGENCY RTP-FINANCE CENTER 0143-D2 109 TW ALEXANDER DRIVE DURHAM NC 27711 FOB: Destination Period of Performance: 10/04/2011 to 10/03/2012 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
X-EETD INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
8031	Change Item 0831 to read as follows (amount shown is the total amount): Contract Ceiling and Funding for Option Period III Option Period III: Base Qty Coat Ceiling Requisition No: PR-OSWER-12-88378, PR-SRRPOD-12-80294 Accounting Info: 11-T-D3N-302D72XPA-2585-HQ88BM88-11D3N15D3D-001 BFY: 11 Fund: T Budget Drg: D3N Program (PRC): 302D72NFA Budget (BOC): 2505 Job #: NQ00BM08 DCN - Line ID: 1183N15038-801 Funding Flag: Partial Funded: \$0.00 Accounting Info: 18-T-D3N-Z8ZD73C-2505-HQ88BM88-10D3N0N033-081 BFY: 10 Fund: T Budget Drg: D3N Program (PRC): ZZZD73C Budget (BOC): 2585 Job #: HQ08BM88 DCN - Line ID: 10D3N8N833-8D1 Funding Flag: Partial Funded: \$0.08 Accounting Info: 11-T-83N-ZZZ873-2585-NQ00BM00-11D3N15005-002 BFY: 11 Fund: T Budget Drg: D3N Program (PRC): ZZZ873 Budget (BOC): 2585 Job #: HQ00BM08 DCN - Line ID: 11D3N15085-882 Funding Flag: Partial Funded: \$0.88 Accounting Info: 09-T-D3N-ZZZD73-2505-HQ80BM80-09D3N9N060-001 BFY: 09 Fund: T Budget Drg: D3N Program (PRC): ZZZD73 Budget (BOC): 2585 Job #: HQ00BM00 DCN - Line ID: 89D3N9N068-081 Funding Flag: Partial Funded: \$0.08 Accounting Info: 12-T-D3N-ZZZ873-2505-HQ00BM00-12D3N51D1D-D81 BFY: 12 Fund: T Budget Org: D3N Program (PRC): ZZZD73 Budget (BOC): 2585 Job #: HQ00BM00 DCN - Line ID: 12D3N51010-081 Funding Flag: Partial Funded: \$366,1#0.80				

NAME OF OFFEROR OR CONTRACTOR
X-EETD INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0031	Change Item 0031 to read as follows (amount shown is the total amount): Contract Ceiling and Funding for Option Period III Option Period III: Base Qty Cost Ceiling Requisition No: PR-DSWER-12-88378, PR-SRRPOD-12-08284 Accounting Info: 11-T-D3N-382D72NFA-2505-NQ08BM08-1183N15838-801 BFY: 11 Fund: T Budget Drg: D3N Program (PRC): 382D72XPA Budget (BOC): 2585 Job #: HQ00BM08 DCN - Line ID: 11D3N15030-001 Funding Flag: Partial Funded: \$0.00 Accounting Info: 18-T-03N-ZZZ873C-2585-HQ00BM08-1803N0N833-801 BFY: 10 Fund: T Budget Drg: D3N Program (PRC): ZZZD73C Budget (BOC): 25#5 Job #: HQ00BM80 DCN - Line ID: 18D3N0N833-001 Funding Flag: Partial Funded: \$0.80 Accounting Info: 11-T-D3N-ZZZD73-2505-HQ88BM00-11D3N15005-802 BFY: 11 Fund: T Budget Drg: D3N Program (PRC): ZZZ873 Budget (BOC): 2505 Job #: HQ00BM80 DCN - Line ID: 11D3N15085-80Z Funding Flag: Partial Funded: \$8.80 Accounting Info: 09-T-D3N-ZZZD73-25D5-HQ80BM88-89D3N9N868-081 BFY: 09 Fund: T Budget Drg: D3N Program (PRC): ZZZD73 Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 09D3N9N060-001 Funding Flag: Partial Funded: \$0.00 Accounting Info: 12-T-D3N-ZZZD73-25#5-HQ00BM00-12D3N51010-001 BFY: 12 Fund: T Budget Drg: D3N Program (PRC): ZZZD73 Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 1283N51018-801 Funding Flag: Partial Funded: \$366,108.00				

NAME OF OFFEROR OR CONTRACTOR
X-EETD INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
8831	Change Item 8031 to read as follows (amount shown is the total amount): Contract Ceiling and Funding for Option Period III Option Period III: Base Qty Cost Ceiling Requisition No: PR-OSWER-12-00378, PR-SRRPOD-12-00284 Accounting Info: 11-T-83N-382872XPA-2505-HQ00BM00-11D3N15038-881 BFY: 11 Fund: T Budget Drg: D3N Program (PRC): 382D72XPA Budget (BOC): 2505 Job #: HQ80Bw80 DCN - Line ID: 11D3N15030-#01 Funding Flag: Partial Funded: \$0.80 Accounting Info: 10-T-D3N-ZZZD73C-2585-HQ80BM00-18D3N0N833-801 BFY: 10 Fund: T Budget Drg: D3N Program (PRC): ZZZD73C Budget (BOC): 2505 Job #: HQ08BM00 DCN - Line ID: 10D3N0N033-001 Funding Flag: Partial Funded: \$0.00 Accounting Info: 11-T-D3N-ZZZD73-2585-HQ08BM08-11D3N15805-802 BFY: 11 Fund: T Budget Drg: D3N Program (PRC): ZZZD73 Budget (BOC): 25D5 Job #: HQ80BM08 DCN - Line ID: 1103N15805-002 Funding Flag: Partial Funded: \$8.00 Accounting Info: 09-T-D3N-ZZZD73-2505-NQ08BM00-09D3N9N060-001 BFY: 09 Fund: T Budget Drg: D3N Program (PRC): ZZZD73 Budget (BOC): 2585 Job #: HQ80BM00 DCN - Line ID: 09D3N9N060-D81 Funding Flag: Partial Funded: \$8.00 Accounting Info: 12-T-D3N-ZZZD73-2505-HQ00BM00-1203N51018-001 BFY: 12 Fund: T Budget Brq: D3N Program (PRC): ZZZD73 Budget (BOC): 2585 Job #: HQ00BM00 DCN - Line ID: 12H3N51810-001 Funding Flag: Partial Funded: \$366,10#0.80				

MODIFICATION TO THE CONTRACT

1. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

Option Period III: (As of 2/29/12)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$366,100.00 is added to option period 3.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

Option Period 3 (10/1/11 - 9/30/12)

	Mod 28	Mod. 29	Revised Total
Est. Cost	(b)(4)		
Base Fee			
Total	\$913,817.98	\$366,100.00	\$1,279,917.98

Period 3 Current Contract Total (Contract Ceiling)	\$	1,286,837.00
Period 3 Current Contract Total Funding This Mod		\$1,279,917.98
Amount Required to Fully Fund		\$6,919.02